

These Terms and Conditions of Sale ("Terms") shall govern all quotations, orders and contracts for the sale of goods and services of Celeros FT to Buyer. These Terms supersede and exclude any prior written or oral agreement, understanding, representation or promise, and any pre-printed or standard terms and conditions contained in Buyer's request for quote, purchase order, invoice, order acknowledgement, contract or other similar document. These Terms may not be amended, supplemented, changed or modified except by concurrent or subsequent written agreement, signed by an authorized representative of Celeros FT and Buyer. Celeros FT's acknowledgement of Buyer's order shall not constitute acceptance of any terms and conditions contained therein, regardless of how such terms and conditions may be prefaced or described.

**1. DEFINITIONS:** "Celeros FT" means the Celeros Flow Technology entity named in the order which is providing the goods and/or services. "Buyer" means the company who accepted Celeros FT's offer or is named in the order.

**2. PRICES:** Unless otherwise mutually agreed to in writing, prices are net, Free Carrier (INCOTERM 2010) Celeros FT facility. Stenographic, clerical and mathematical errors are subject to correction. Prices are exclusive of expenses related to special packaging or procedures to cover unique circumstances of shipment or storage unless specifically noted. Until acceptance of order on these Terms, quoted prices are subject to change.

**3. DELIVERY AND PERFORMANCE:** Unless otherwise specifically agreed in writing by the parties, all goods shall be delivered Free Carrier (INCOTERM 2010) Celeros FT facility. Title shall pass to the Buyer upon delivery, or upon payment in full, whatever is later, provided that the only rights that Celeros FT retains in relation to title are those enabling recovery of the goods in the event of Buyer's default on payment. Dates for the furnishing of services and/or delivery or shipment of goods are approximate only and are subject to change, and Celeros FT shall use commercially reasonable efforts to meet such dates; provided, however, that Celeros FT shall not be liable in damages or otherwise, nor shall Buyer be relieved of its performance hereunder, because of Celeros FT's failure to meet them. If liquidated damages or a penalty have been agreed for delay, such liquidated damages or penalty shall only become due if the delay is solely due to the fault of Celeros FT, the Buyer suffers damage due to this delay, and the Buyer has notified Celeros FT in writing after the expiry of the time during which delivery could have been reasonably expected. Unless specifically agreed otherwise, it shall be calculated based on the value of the delayed part of the delivery, and the aggregate liability of Celeros FT for all liquidated damages/penalties shall be limited to 5% of the total order value. Such liquidated damages/penalty shall be the Buyer's sole remedy and Celeros FT's sole liability in case of delay. For the avoidance of doubt, if the order is subject to the laws of the Netherlands, "liquidated damages" or "penalty" shall mean a contractual penalty which is meant to be a compensation for damages. Additionally, Celeros FT shall not be liable, directly or indirectly, for any delay in or failure to perform caused by carriers or suppliers; labor difficulties, shortages, strikes or stoppages of any sort; difficulty in obtaining materials; Buyer requested order changes; fires, floods, storms, accidents, or acts of God; any statute, sanction, injunction or other governmental restraint or prohibition or political unrest; or other causes beyond Celeros FT's reasonable control. In the event of any such delay, the date of delivery shall be extended for a length of time at least equal to the period of the delay. All goods for which Celeros FT does not receive notice of rejection for within seven (7) days after receipt, will be deemed accepted.

**4. SHORTAGE, DAMAGE, ERRORS IN SHIPMENT:** Celeros FT's responsibility ceases upon making the goods available for pickup at Celeros FT's facility. Buyer shall note receipt for goods that are not in accordance with bill of lading or express receipt and Buyer shall make claim against such carrier for any shortage, damage or discrepancy in the shipment promptly. Partial and transshipments are allowed.

**5. TAXES:** The quotation and order price excludes all assessments, taxes, levies and charges of whatsoever nature present or future, due or becoming due. This exemption shall include but not be limited to value added tax, income tax, withholding tax, profits tax, turnover tax, goods and services tax and any other consumption or environmental taxes applicable, tax payable on the income of expatriate employees, port dues, import and custom duties on the components and services and all export duties payable on the repatriation of any Celeros FT components at the end of an order, where applicable. On the basis that an order is tax exclusive Celeros FT reserve the right to invoice by way of an addition to such order price, such taxes as may be applicable under the relevant jurisdiction's tax regulations, together with Celeros FT's external costs of dealing with these taxes.

**6. CREDIT AND PAYMENT:** Unless otherwise agreed in writing by Celeros FT, payment of goods shall be net thirty (30) days, in the currency of the country of Celeros FT. For orders in excess of two hundred and fifty thousand dollars (\$250,000 USD) or the local equivalent payment terms shall be as follows: (a) twenty percent (20%) down payment, (b) forty percent (40%) upon Celeros FT's purchase of raw materials/components, and (c) forty percent (40%) at the time of delivery. Down payment shall be due within five (5) of Celeros FT's acceptance of the order, with the remaining two payments being net thirty (30) days. Prorated payments shall become due with partial shipments, and Buyer shall not be entitled to any retention or holdback; provided, however, if Celeros FT agrees in writing to a

retention or holdback, Celeros FT may provide such retention or holdback in the form of a bond, letter of credit or bank guarantee in no event to extend more than thirty (30) days beyond expiry of the warranty period. Celeros FT retains all remedies for Buyer's insolvency including, but not limited to, the right to stop delivery, reclaim any goods delivered, or withhold delivery except for cash. Failure to pay invoices at maturity date, at Celeros FT's election, makes all subsequent invoices immediately due and payable and Celeros FT may withhold all subsequent deliveries until the full account is settled and Celeros FT shall not, in such event, be liable for non-performance of contract in whole or in part. Buyer agrees to pay, without formal notice, one and one-half percent (1.5%) per month of the amount not paid when due, or, if such rate is in excess of applicable governing law, Buyer agrees to pay the maximum permitted rate. No deduction, whether by way of set-off, counterclaim or otherwise, shall be made by Buyer. If prerequisites for any payment (such as delivery, completion or formal acceptance) cannot be satisfied due to Buyer's breach, such payment shall nevertheless become due and payable at the time agreed to and Celeros FT's further right to seek damages shall remain unaffected.

**7. CANCELLATIONS AND CHANGES:** All orders are binding upon acceptance. In the event that Celeros FT, in its sole discretion, agrees to cancellation of an order by Buyer, Buyer shall be liable for a cancellation charge equal to the greater of (i) twenty-five percent (25%) of the purchase price and (ii) any loss or cost incurred by Celeros FT, including, but not limited to, cost of materials, labor, engineering, reconditioning and a reasonable profit margin. Buyer is responsible for all reasonable storage, insurance, and all other expenses incurred by Celeros FT as a result of Buyer's cancellations and/or changes. No changes to the specification or the order are accepted without the prior written consent of both parties. In the event Buyer requests a change, Celeros FT will provide a quotation to Buyer within a reasonable time of no less than ten (10) working days detailing the corresponding change in delivery, price, materials, and similar. Celeros FT shall not be obligated to implement the requested change until the quotation is agreed by the parties.

**8. LIMITED WARRANTY:** Unless otherwise mutually agreed to in writing, (a) Celeros FT goods, auxiliaries and parts thereof are warranted to the Buyer against defective workmanship and material for a period of twelve (12) months from date of installation or eighteen (18) months from date of delivery, whichever expires first, and (b) Celeros FT services are warranted to Buyer to have been performed in a workmanlike manner for a period of ninety (90) days from the date of performance. If the goods or services do not conform to the warranty stated above, then as Buyer's sole remedy, Celeros FT shall, at Celeros FT's option, either repair or replace the defective goods or re-perform defective services. If Buyer makes a warranty claim to Celeros FT and no actual defect is subsequently found, Buyer shall reimburse Celeros FT for all reasonable costs which Celeros FT incurs in connection with the alleged defect. Third party goods furnished by Celeros FT will be repaired or replaced as Buyer's sole remedy, but only to the extent provided in and honored by the original manufacturer's warranty. Unless otherwise agreed to in writing, Celeros FT shall not be liable for breach of warranty or otherwise in any manner whatsoever for: (i) normal wear and tear; (ii) corrosion, abrasion or erosion; (iii) any good or services which, following delivery or performance by Celeros FT, has been subjected to accident, abuse, misapplication, improper repair, alteration (including modifications or repairs by Buyer, the end customer or third parties other than Celeros FT), improper installation or maintenance, neglect, or excessive operating conditions; (iv) defects resulting from Buyer's specifications or designs or those of Buyer's contractors or subcontractors other than Celeros FT; or (v) defects resulting from the manufacture, distribution, promotion or sale of Buyer's products; (vi) damage resulting from the combination, operation or use with equipment, products, hardware, software, firmware, systems or data not provided by Celeros FT, if such damage or harm would have been avoided in the absence of such combination, operation or use; or (vii) Buyer's use of the goods in any manner inconsistent with Celeros FT's written materials regarding the use of such product. In addition, the foregoing warranty shall not include any labor, dismantling, re-installation, transportation or access costs, or other expense associated with the repair or replacement of Celeros FT goods. THE WARRANTIES CONTAINED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES AVAILABLE TO BUYER AND CELEROS FT HEREBY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY PERFORMANCE OR PROCESS OUTCOME DESIRED BY THE BUYER AND NOT SPECIFICALLY AGREED TO BY CELEROS FT. THE FOREGOING REPAIR, REPLACEMENT AND REPERFORMANCE OBLIGATIONS STATE CELEROS FT'S ENTIRE AND EXCLUSIVE LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR ANY CLAIM IN CONNECTION WITH THE SALE AND FURNISHING OF SERVICES, GOODS OR PARTS, THEIR DESIGN, SUITABILITY FOR USE, INSTALLATION OR OPERATIONS.

**9. INTELLECTUAL PROPERTY:** In the event of a successful infringement claim by a third party, at Celeros FT's option, Celeros FT shall either (i) modify the goods sold hereunder so that they perform comparable functions without infringement, (ii) obtain a royalty-free license for Buyer to continue using the infringing goods or (iii) refund to Buyer the then-depreciated fair market value of the infringing component. Celeros FT shall have no obligation under this Article to the extent a claim is based upon (a) the combination, operation or use of the goods with

equipment, products, hardware, software, systems or data that was not provided by Celeros FT, if such infringement would have been avoided in the absence of such combination, operation or use, or (b) Buyer's use of the product in any manner inconsistent with Celeros FT's written materials regarding the use of such product or (c) infringement resulting from Buyer's specifications or designs or those of Buyer's contractors or subcontractors other than Celeros FT. This Section states Celeros FT's entire liability and Buyer's exclusive remedy with respect to any actual or alleged infringement arising from the use of the goods or services sold hereunder or any part thereof and is subject to the other limitations contained in these Terms.

**10. LIMITATION OF LIABILITY:** NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN: (A) IN NO EVENT SHALL CELEROS FT BE LIABLE FOR ANY EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (COLLECTIVELY DEFINED AS "CONSEQUENTIAL DAMAGES"), WHETHER FORESEEABLE OR NOT, INCLUDING WITHOUT LIMITATION, THIRD PARTY CHARGES AND COSTS, LOST PROFITS (WHETHER DIRECT OR INDIRECT), PRODUCT, PRODUCTION, BUSINESS OR BUSINESS OPPORTUNITY, REGARDLESS OF THE CAUSE, INCLUDING WITHOUT LIMITATION, THE NEGLIGENT ACTS OR OMISSIONS, BREACH OF CONTRACT, WARRANTY (EXPRESS OR IMPLIED) OR DUTY (STATUTORY OR OTHERWISE) OR STRICT LIABILITY OF CELEROS FT GROUP OR ANY OTHER THEORY OF LEGAL LIABILITY; AND (B) CELEROS FT'S AGGREGATE LIABILITY ARISING FROM OR IN CONNECTION WITH ALL ORDERS AND CONTRACTS FOR GOODS AND SERVICES UNDER THESE TERMS SHALL (SAVE FOR LIABILITIES WHICH CANNOT BE LIMITED BY APPLICATION OF LAW) NOT EXCEED THE CONTRACT PRICE FOR THE GOODS AND/OR SERVICES FOR WHICH LIABILITY IS CLAIMED. ANY ACTION FOR BREACH OF CONTRACT BY BUYER MUST BE COMMENCED WITHIN 30 DAYS OF THE EXPIRY OF THE WARRANTY PERIOD. BUYER SHALL BE SOLELY RESPONSIBLE FOR ANY AND ALL AGREEMENTS MADE WITH THIRD PARTIES THAT ARE OUTSIDE THE SCOPE OF THESE TERMS AND WHICH ARE CONTRARY TO THE LIMITATIONS OF LIABILITY AND/OR WARRANTY INCLUDED HEREIN.

**11. GOODS FOR EXPORT:** Buyer acknowledges that the goods may be subject to export restrictions, and that Buyer will comply with all such applicable laws and regulations. If the goods are intended for export, Buyer shall designate country of destination on its order. In the event that Buyer purchases goods for export without so notifying Celeros FT, Celeros FT reserves the right to cancel the order at no penalty or liability for breach in the event that Celeros FT objects to the ultimate destination of the goods. Buyer will have sole liability and shall defend, indemnify and release Celeros FT for any loss or damage (including without limitation, claims of governmental authorities) arising from the export or import of such goods, including, without limitation, those related to packaging, labeling, marking, warranty, contents, use, or documentation of the goods. Buyer has sole responsibility for obtaining any required export licenses. Buyer will not take, and will not solicit Celeros FT to take, any action which would violate any anti-boycott or any export or import statutes or regulations applicable to the order, of any governmental authorities, and shall defend, indemnify, and reimburse Celeros FT for any loss or damage arising out of or related to such actions. To the extent Celeros FT is required to obtain an export license for any goods: (1) Celeros FT obligation to fulfill an order with goods requiring such a license will be directly subject to the granting of the license; (2) Celeros FT will use commercially reasonable effort to obtain such license; (3) Buyer shall make available all necessary information and documentation required for Celeros FT to obtain such license; and (4) Buyer shall reimburse Celeros FT for its reasonable expenses incurred in connection with obtaining such license.

**12. PROPRIETARY INFORMATION:** Celeros FT shall retain title to all engineering and production prints, drawings, technical data, and other intellectual property, information and documents that relate to the goods or services sold to Buyer. All such information and documents disclosed or delivered by Celeros FT to Buyer: (i) are to be deemed proprietary to Celeros FT; (ii) shall not be disclosed to any third party for any reason without the express prior written consent of Celeros FT; and (iii) shall be used by Buyer solely for the purpose of inspection, installation, use and maintenance of the goods and services sold to Buyer under these Terms.

**13. APPLICABLE LAW; VENUE; DISPUTE RESOLUTION:** For sales of goods sold or to be delivered or services to be performed within the United States: The rights and duties of the parties hereunder shall be governed by the laws of the State of North Carolina, United States of America, excluding its conflicts law and choice of laws principles. Any action or proceeding with respect to any dispute or controversy involving or arising out of this order, at Celeros FT's sole discretion, (i) shall be brought in any State court in Mecklenburg County, North Carolina or the Federal courts of the Western District of North Carolina, United States of America, and Buyer and Celeros FT submit to and accept generally and unconditionally the jurisdiction of those courts with respect to such party's person and property, or (ii) shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Rules, which award shall be final and binding on the parties and may be entered and enforced in any court having jurisdiction. Buyer and Celeros FT hereby irrevocably waive any objection to the laying of venue of any action or proceeding in the above-described courts. For sales of goods sold or to be delivered or services to be performed outside of the United States: The rights and duties of the parties hereunder shall be governed by and construed in accordance

## STANDARD TERMS AND CONDITIONS OF SALE

with the law of the jurisdiction of the Celeros FT entity providing the goods or services for this order. The United Nations Convention on Contracts for the International Sale of Goods and the conflict rules of international private law shall not apply. Any action or proceeding with respect to any dispute or controversy involving or arising out of this order, at Celeros FT's sole discretion, (i) shall be brought in any competent court of the jurisdiction in which the Celeros FT entity providing the goods or services is located, or (ii) shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules, with English serving as the language of the arbitration proceeding and award. Notwithstanding any other limitations contained in these Terms, Celeros FT reserves the right to initiate proceedings in any court of competent jurisdiction, and Buyer shall indemnify Celeros FT for all costs, fees and expenses (including reasonable attorneys' fees) Celeros FT incurs in connection with enforcing its rights pursuant to this order.

**14. RESALE:** Buyer further agrees that upon resale of the goods, it will include in the contract for resale provisions which limit recoveries against Celeros FT in accordance with these Terms. If Buyer fails to include such provisions in any such contract for resale, (a) Celeros FT may reject Buyer's order related to such contract for resale, and (b) Buyer shall indemnify, defend and hold harmless Celeros FT against any claim, liability, loss, cost, damage, or expense (including reasonable attorneys' fees) arising out of or resulting from such failure.

**15. BUYER CAUSED DELAYS; WAIVER OF RIGHTS:** If Buyer fails to perform any of its obligations under an order, Celeros FT shall be entitled to suspend its performance under the order until such time as Buyer performs such obligations, and any dates for the delivery of goods or performance of services shall be extended for an amount of time determined in Celeros FT's discretion.

Delays caused by Buyer which prevent Celeros FT from achieving the original order performance requirements includes but is not limited to: (a) the construction of buildings, structures or other parts of the site within which Celeros FT's goods are to be located; (b) changes in scope of an order introduced by Buyer; (c) completion of approvals, consents or delivery of critical information by Buyer beyond the periods provided in an order; (d) any specified site facilities and working conditions not being maintained by Buyer; (e) failure of Buyer to arrange carriage of the goods under an order, where Buyer has such obligation, or any other inability or refusal of Buyer to accept delivery in accordance with order delivery dates; (f) delays in obtaining customs clearance (where applicable) of the order deliveries; and (g) delay by Buyer in providing any required security to Celeros FT in the form of a letter of credit, bank guarantee or otherwise. In the event of such Buyer delays, Celeros FT shall in addition to an extension of remaining milestones, be entitled to an increase in the total order price to reflect the increase in cost to Celeros FT directly caused by Buyer delays. Additionally, Celeros FT shall be entitled to submit invoices for any order milestone for which completion has been frustrated due to Buyer delays. Such invoices shall be paid within 30 days of the date of Celeros FT's invoice.

Any engineering, technical or other submittal drawings submitted by Celeros FT to Buyer which are not expressly rejected in writing within ten (10) business days of Buyer's receipt, will be deemed accepted by Buyer. Buyer's right to conduct any agreed upon pre-shipment inspections (i) which Buyer does not schedule within ten (10) business days of receipt of notice of readiness to inspect from Celeros FT or (ii) which Buyer delays for more than ten (10) business days from the date originally scheduled, will be waived, so long as Celeros FT certifies in writing that the goods successfully passed Celeros FT's standard pre-shipment inspection. Where Buyer delays taking shipment of any goods or otherwise fails to engage or otherwise dispatch a freight forwarder or transit company within ten (10) business days of notification that the goods are ready to ship, Celeros FT shall be entitled to change the delivery term to Ex Works (INCOTERM 2010) Celeros FT facility.

**16. NO OTHER CONTRACT PROVISIONS; OTHER:** No dealer, broker, branch manager, agent, employee or representative of Celeros FT has any power or authority except to take orders for Celeros FT goods or services and to submit the same to Celeros FT for Celeros FT's approval and acceptance on the terms herein or rejection. There are no representations, agreements, obligations, or conditions, expressed or implied, statutory or otherwise, relating to the subject matter hereof, other than contained herein. For the avoidance of doubt and not in limitation of the foregoing, Celeros FT shall not be bound by the terms of any contract between Buyer and any third party or other flow down provisions, regardless of whether Buyer notifies Celeros FT of such terms unless Celeros FT expressly agrees to be bound by such terms in writing by an authorized representative of Celeros FT. If any provision hereof is invalid or not enforceable under applicable law, the remaining provisions shall remain in full force and effect.

Celeros FT reserves the right to transfer or assign its obligations, rights and responsibilities hereunder to any one of its group companies (including changing the location of manufacture), so long as such successor or assign agrees to these Terms. Any assignment of Buyer's rights hereunder without Celeros FT's consent (which shall not be unreasonably withheld) shall be void. Celeros FT's failure to require Buyer's performance of any of these Terms shall not serve as a waiver of or diminish Celeros FT's rights to require strict performance of these Terms.