

Alpha Technologies
TERMS AND CONDITIONS & LIMITED WARRANTY

All quotations, products and services provided by Alpha Technologies ("Seller") to any customer, distributor, original equipment manufacturer, end-user, or other purchaser ("Buyer") are furnished only on the terms and conditions ("Terms") stated herein. By ordering and accepting delivery of products and/or services from Seller, Buyer agrees to and accepts these Terms and agrees that, unless modified by separate negotiated agreement as provided below, these Terms, together with the item, quantity, price, and similar terms as confirmed in any associated service contract, feature sheet, quotation, order acknowledgment and and/or invoice, constitute the entire agreement of the parties, superseding all other communications and documentation. Seller hereby expressly rejects any different or additional terms, preprinted or otherwise, contained or referenced in any purchase order, facility entry form, or other documentation furnished by Buyer, whether before or after delivery of the products or services, even if receipt thereof is acknowledged by signature or otherwise. and any oral or written representation, warranty, course of dealing, or trade usage not set out in these Terms shall be inapplicable. No modification of these terms shall be effective unless set out in a separate negotiated agreement signed by an authorized officer of Seller.

QUOTATIONS & PRICES: Quotations are valid only for the period specified therein and may be changed or withdrawn at any time prior to acceptance. Quoted prices are valid only for the quantities, terms and payment schedule specified. Data sheets explaining the contents of CPMP standard service and additional services offered by Seller are available on demand. Prices do not include, and Buyer is responsible for payment of, any applicable sales, use, value added, goods and services, occupation, excise, property, customs, stamp, documentary, import/export, or other taxes, tariffs, fees, duties, permits, withholdings or like charges, domestic or foreign, related to the products and/or services provided hereunder. Any such amounts paid by Seller will be added to the applicable invoice and paid by Buyer unless Buyer provides an exemption certificate acceptable to the applicable government authority. Prices shown on Seller's acknowledgment are Seller's present effective prices. Unless otherwise quoted or agreed by Seller in writing, products, parts, and services will be billed at Seller's prices, rates, and charges in effect at time of shipment or service. A copy of Seller's latest prices at time of shipment or service will be provided upon request and, if attached to any quotation, acknowledgment, or contract, will form a part of the agreement between Buyer and Seller for the stated contract period (not to exceed a maximum period of one (1) year). Pricing for services and service contracts does not include any spare parts used during the service, which will be invoiced separately. Buyer will also be responsible for travel and living costs of Seller's personnel in the performance of Services to the extent such costs are identified in the quotation, service contract, or order acknowledgement. Travel arrangements will be made with travel companies selected by Seller.

PAYMENT TERMS: All payments due to Seller are due net 30 days from date of invoice, subject to approved credit at time of order invoicing, unless otherwise provided in Seller's quotation or order acknowledgement. Invoices will be issued by Seller as of the date of shipment of Products or upon the ordering of the Services. **SERVICES SHALL BE PRE-PAID BY BUYER UNLESS OTHERWISE STATED IN SELLER'S QUOTATION OR ORDER ACKNOWLEDGEMENT.** No discount for early payment is authorized without Seller's written consent, and payment terms will not be affected by any delay in delivery or performance or by Buyer's failure to sign a Services call report. Seller may modify payment terms or require pre-payment, letter of credit, or C.O.D. in Seller's sole discretion. Any credit terms issued to Buyer may be rescinded at any time in Seller's sole discretion, when, in the sole opinion of Seller, Buyer's financial condition or previous payment record so warrants. If Buyer becomes delinquent in any payment due, Seller shall be entitled, without notice, to suspend performance until the delinquency is corrected. Future orders will not be confirmed until Buyer's account is brought current, including any outstanding interest charges. Seller may set off against any sum otherwise due from Seller to Buyer or its affiliates any sums or amounts then due from Buyer and its affiliates to Seller and its affiliates.

SERVICES: Where Seller provides Services, including without limitation field engineering services, design engineering services, training services, field commissioning, start-up, calibration, installation supervision, site survey, consultation services, or other similar or related services, Buyer shall provide reasonable access to all necessary facilities and equipment and such other assistance and support as Seller deems reasonably

necessary for the performance of services. Without limiting the foregoing, Buyer agrees to supply in a timely manner and at Buyer's expense all necessary assistance required to resolve any problems external to the instrument, including, but not limited to any required personnel, spares, equipment, and other support. Unless otherwise specified in the order, Seller will assume that any order for Services includes an order for any required parts. Service calls will be completed between the hours of 8am and 5pm, Monday-Friday (excluding Seller-observed holidays) unless otherwise agreed in a service contract. Outside these hours, additional charges apply. Seller may in its sole discretion give scheduling priority to Buyers under service contracts. Buyer will be responsible for payment for all Services provided and parts used regardless of whether the Services have any particular effect or perform in any particular manner. If equipment cannot be repaired due to non-availability of suitable spares or otherwise, Seller reserves the right to charge for labor and any materials used in attempting the repair.

ORDERS & ACCEPTANCE: Orders for products and services must be presented in writing or via electronic means acceptable to Seller and will be considered accepted only by written or electronic confirmation or by shipment of the products ordered. If the order is a blanket purchase order and Seller accepts in writing any portion of the blanket order or ships any product thereunder, the entire blanket order shall be deemed accepted by Seller and shall be governed by these Terms. Seller reserves the right, without liability, to refuse any order, in whole or in part, or to specify an alternate delivery schedule if orders from all sources exceed Seller's inventory, staffing, or ability to deliver. Seller may allocate available inventory, staffing, and production at its sole discretion. Seller further reserves the right to refuse to perform Services on any Buyer equipment that Seller determines, in its discretion, cannot be repaired or serviced for any reason, including obsolescence, availability of parts, location, accessibility, or the general condition of the instrument. Where orders are placed, acknowledged, and/or invoiced by electronic transmission, the data transmitted will be deemed "in writing" and "signed;" and any printout of electronic transmissions maintained in the ordinary course of business will be considered an "original" and admissible as between the parties to the same extent and under the same conditions as other records maintained in documentary form. Seller shall be entitled to assume that persons placing orders on behalf of Buyer (electronically or otherwise) are authorized to do so and to accept these Terms.

SERVICE CONTRACTS: Seller accepts service contracts for active instruments, subject to the provisions detailed herein. Repairs for inactive instruments are undertaken only on a reasonable effort basis and are subject to spare part availability. Any Instrument proposed for a new service contract or for addition to an existing contract must be in good condition and standard as originally supplied. An evaluation visit may be required and repairs necessary before acceptance of the instrument for a service contract; such evaluation and/or repairs will be charged at normal breakdown rates. Service contracts are valid for one (1) year from the date of receipt of Buyer's order stating the price of the contract, unless otherwise specified in the order and agreed by Seller. At the end of the contract term, Buyer will be invited to renew and advised of any price changes.

Seller reserves the right to refuse service of instruments under contract which it determines, in its discretion, cannot be repaired or serviced for any reason including obsolescence, non-availability of parts, location, accessibility, or general condition of the instrument. Contract price includes all services as specified in the applicable schedule and current data sheets, all relevant certificates, telephone technical support, priority breakdown service, and preferential service prices. Full rate price will apply to all instruments or services not included in the applicable schedule. Seller's service contracts do not cover (i) electrical or mechanical work external to the instruments, exterior paintwork, finish and appearance of the instruments, or maintenance of assemblies or accessories not manufactured by Seller, other than replacement of the part. Buyer must advise Seller thirty (30) days before relocating any instrument covered by this contract. If an instrument is relocated, Seller reserves the right to review and, if appropriate, refuse services on the relocated instrument(s).

CHANGE & CANCELLATION: Changes requested by Buyer after order acceptance must be submitted in writing and are subject to written acceptance by an authorized representative of Seller. Costs and delays resulting from such changes shall be solely determined by Seller and binding upon Buyer. Without limiting the foregoing, if Buyer relocates, or intends to relocate, any equipment for which services have been engaged, Buyer must advise Seller no less than 30 days prior to the date Services are scheduled to be performed, and Seller shall have the right to refuse to perform or make an equitable adjustment in the price for such Services. Buyer shall reimburse Seller at its standard rates for any extra time, travel, or expense resulting from absence or inadequacy of rescheduling arrangements or other delay or prolongation of installation caused by Buyer or its Representatives. Buyer may not assign or transfer any service contract, order, or engagement in any manner without Seller's prior written consent, and any such agreed transfer will be effective only upon written acceptance by the approved transferee in form reasonably acceptable to Seller. Accepted orders for products and services, whether a one-time or a blanket purchase order, may be rescheduled or cancelled by Buyer only with Seller's prior written consent and only upon payment of such reasonable cancellation charges as Seller may request. Reasonable cancellation charges may include, but are not limited to, handling and storage costs, tooling and work-in-progress expenses (including costs incurred by Seller to prepare for and perform Services), any cancellation costs in any service contract or imposed on Seller by its suppliers or subcontractors, and other direct or indirect costs, damages, and charges, including, without limitation, reasonable profits. If Seller does not consent to cancellation, Buyer shall pay the full amount of the order. Seller may cancel or delay shipment of any order if Buyer fails to meet any of its obligations as provided herein.

SHIPMENT, PERFORMANCE, & INSPECTION: Delivery or performance dates indicated on any quotation, order acknowledgment, or otherwise are estimated and are not guaranteed. If products ordered under a blanket purchase order are not released by Buyer within 180 days of Seller's acceptance of the order, Seller may ship the products and invoice Buyer accordingly. All shipments are FCA Seller's Designated Facility (Incoterms 2020), and unless otherwise agreed, Seller will select the least expensive method of shipment, taking into consideration the delivery schedule and any special requirements of Buyer's order. Title shall pass upon issuance of the carrier's bill of lading. If not previously accepted, receipt of delivery of products and/or services by or on behalf of Buyer will constitute acceptance of these Terms. Products will be packaged for shipment in accordance with Seller's standard commercial practices; any special packaging will be provided at an additional charge. Buyer shall bear all risk and expense for delivery of goods, including without limitation shipping, loading, unloading, storage, freight, and insurance, and any special delivery, expediting, installation, special packaging, or other services all of which, if paid or provided by Seller, will be added to the applicable invoice and subject to all terms and conditions of payment set out herein. Buyer shall inspect all deliverables upon completion of services and all products upon arrival and provide written notice to Seller, within five (5) days of any claim for shortage or other nonconformance with the terms of Buyer's order. If

Buyer fails to give timely notice, all deliverables, products, and services shall be deemed to conform to the terms of Buyer's order and deemed accepted. In the case of services, Buyer is required, immediately following completion of Services, to sign a Services call report confirming proper delivery and acceptance of the Services and any parts provided (or detailing any non-conformance). Notwithstanding any failure or refusal by Buyer to sign the call report, services shall be deemed conforming and shall be deemed accepted by Buyer unless any objections are provided to Seller in writing within the specified 15-day warranty period. Use or resale of products or service deliverables in any manner after delivery shall also constitute acceptance. Any claim for loss or damage in transit should be made directly to the delivering carrier.

FORCE MAJEURE: Neither party will be liable for non-performance or delay in performance of any obligation (other than payment of monetary sums due) to the extent caused by events or circumstances beyond its reasonable control, including without limitation fire, flood, acts of God, governmental laws, regulations, actions, or orders, strikes or labor disputes affecting Seller or its suppliers, riot, insurrection, accident, explosion, casualty, embargo, or inability to secure necessary labor, materials or supplies, provided that the party so affected uses reasonable efforts to avoid or remove any causes of nonperformance and continues performance with reasonable dispatch whenever such causes are removed. For delays resulting from any such causes, performance will be correspondingly extended.

RETURNS AND RESTOCKING FEE: No returns will be accepted without a return material authorization ("RMA") number. Other than returns pursuant to valid warranty claims, Seller shall determine, in its sole discretion, whether it will provide an RMA number. To obtain an RMA number, Buyer should call Seller's customer service department. If given, RMA numbers shall be valid for forty-five (45) days from issuance. Products returned without such approval may be returned to Buyer freight collect. Products returned for credit must have been purchased within 30 days prior to the date of return and must be in the same condition as when they were shipped by Seller, and in the original, unopened packaging. Returned products must be sent by Buyer freight prepaid and properly boxed to prevent damage in transit. SELLER WILL NOT ACCEPT ANY C.O.D. PARCELS. Seller will inspect returned products upon receipt and issue any applicable credits based on the condition of the products and the terms of this policy. Seller may charge a restocking fee of up to twenty-five percent (25%) of the invoice price for all returned products, unless products are returned under a valid warranty claim. After 30 days, all sales are final.

LIMITED WARRANTY: Products and Services provided by Seller are warranted in accordance with the following limited warranties. Warranties extend only to the original Buyer and may not be transferred, by operation of law or otherwise. Such warranties are in force only upon payment in full for the product(s) or service(s) to be warranted. Warranties shall be those in effect on the date of purchase; Seller may alter or terminate its warranties in whole or in part for future product sales at any time, without prior notice. No employee, agent, or other person is authorized to modify, vary, or extend Seller's warranties as set out herein, nor to assume for Seller any other liability in connection with any of its products or services. Alpha Products: Seller warrants that all products (including spare parts) manufactured by Seller will be free from defects in material and workmanship under normal use in accordance with all applicable product documentation for a period of twelve (12) months from the date of shipment or service or for a period of six (6) months in the case of replacement parts provided on a service exchange basis. Notice of any defect, including a reasonably detailed description of the problem or difficulty experienced, must be made to Seller in writing within thirty (30) calendar days following discovery thereof and prior to the expiration of the twelve (12) month warranty period as described above.

Services: Seller warrants that all services performed by Seller will be performed in a professional manner consistent with reasonably

acceptable practices in Seller's industry and Seller's then-current data sheet(s) and procedures, as applicable. Any claim for breach of this warranty must be reported within fifteen

(15) days from completion of the relevant services. Seller provides no warranty with respect to any oral representations made by its personnel while performing services for Buyer.

Limited Remedy: If Seller determines that any product does not conform to the foregoing warranty, Buyer's sole remedy, and Seller's entire liability, for breach of the foregoing warranty shall be the repair or replacement, at Seller's option, of the non-conforming product or part or, if neither is, in Seller's opinion, commercially feasible, a refund of the purchase price paid for the product. Defective products must be returned to Seller's plant or a designated Seller service center for inspection. Buyer must prepay all freight charges to return products to Seller's designated facility, and Seller will return the repaired or replacement products to Buyer freight prepaid. Products returned to Seller for which Seller provides replacement products hereunder shall become the property of Seller. At Seller's option, replacement of any product may be made by substitution of another product that is substantially similar in form and function. The warranty on repaired or replacement products furnished pursuant to this warranty shall be limited to the unexpired portion of the original warranty period. In the case of services, Buyer's sole remedy shall be re-performance of any non-conforming services or, if such services cannot be performed to the reasonable satisfaction of Buyer, an appropriate credit, as determined by Seller, of the fees paid for the non-conforming portion of the Services. Seller's obligation with respect to reperformance of services shall be limited to replacement or repair, FCA Seller's city of shipment, and Seller will retain ownership of all spare parts fitted until payment is received and any warranty issues resolved.

Exclusions: Seller's warranty does not cover any products that are normally consumed in operation or have a normal life inherently shorter than the warranty period stated herein. Any warranty claim, support claim, or liability is excluded, and Buyer shall be solely responsible, for any claim, damage, or liability arising out of (1) accident, theft, tampering, misuse, abuse, or neglect, including without limitation damage in transit, contamination (by liquid or otherwise), or lack of routine care or maintenance as specified in product documentation (including improper site preparation or maintenance), (2) misapplication, including without limitation any use of products outside of normal operating conditions, specifications, or environment, or improper installation, storage, maintenance, calibration, or use, including without limitation failure to follow Seller's instructions and safety precautions, (3) damage, defects, problems, malfunctions, or failures created by third party products, parts, accessories, software, services, or attachments or their interface with Seller's products, including Buyer-supplied software or supplies, or any use or installation of products in conjunction with or interfacing with unapproved accessory equipment or attachments, or (4) acts of God, computer viruses, electrical power surges, or other causes external to the products. Modification, repair, wiring or rewiring or alteration of a product or re-engineering/reprogramming of a product, other than as specifically authorized by Seller in writing, is prohibited and will void all warranties. Buyer is responsible for validation of each specific product application and any use of products as a component of or in conjunction with any products not provided by Seller, including all necessary testing and qualification, and Seller's responsibility shall in all events be limited to repair or replacement of the failed or defective Seller product(s), and shall not include any further liability for or arising out of any Buyer or third party products.

Third Party Products: Products, parts, and accessories not manufactured by Seller are warranted only by the original manufacturer and only if and to the extent set forth in the original manufacturer's warranty as stated on the product labeling and/or instructions, if applicable. Seller will have no warranty liability with respect to such third-party products or failure of any such supplier to perform under its warranty.

TO THE FULL EXTENT ALLOWED BY LAW, THE FOREGOING LIMITED WARRANTY AND REMEDIES ARE EXCLUSIVE AND EXPRESSLY IN LIEU

OF ALL OTHER REPRESENTATIONS, WARRANTIES, TERMS, OR CONDITIONS, WRITTEN OR ORAL, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, ADHERENCE TO DESCRIPTION, AND NONINFRINGEMENT, OR THAT THE PRODUCTS OR SERVICES WILL GENERATE CERTAIN RESULTS, WORK IN COMBINATION WITH OTHER COMPONENTS OR AS AN INTEGRATED SYSTEM, OR WILL FULFILL ANY OF BUYER'S PARTICULAR PURPOSES OR NEEDS, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

When, under applicable law, implied warranties may not be excluded in their entirety, such warranties will be limited to the duration of the applicable written warranty.

SOFTWARE & FIRMWARE: Any software provided by Seller or is licensed, not sold, and is provided upon the terms and subject to the conditions set forth in the applicable license agreement provided with the product, the terms of which will prevail over any contrary terms and conditions herein. Products may also contain internal system code that executes below the external user interface, and which is integral to the operation of the Product ("firmware") and/or operating system software. If any products either constitute or comprise software (including operating system software) or firmware, Buyer will be deemed to have agreed to the terms of any applicable software licenses by installing or using the software or the product in which the software or firmware is installed. Seller or its suppliers or licensors own all such software and firmware and, unless otherwise provided in the applicable license agreement, Seller grants Buyer only a limited, personal, non-transferable, nonexclusive license to use such software in machine readable form and only as part of the normal operation and maintenance of the product(s) with which it is provided. Any rights in and to such software or firmware that are not expressly granted to Buyer are expressly reserved. All licenses granted to Buyer will terminate when Buyer discontinues use of the products with which the software is provided. Seller does not warrant that the function of the Software will meet Buyers' requirements or that the execution of the Software will be uninterrupted or error free. Buyer is responsible for the use and results obtained from the Software and for providing and maintaining current back-ups and industry standard, updated, virus protection and firewall programs for its systems and data.

PROPRIETARY INFORMATION: Buyer acknowledges that the products are based upon and embody various confidential and/or proprietary technology, processes, methods, information, know-how and trade secrets of Seller and agrees that Seller (or its suppliers and licensors where applicable) shall exclusively own all inventions, technology, techniques, know-how, engineering, and other proprietary information of any kind used or embodied in the products, drawings, designs, specifications, prototypes, and software furnished by Seller to Buyer, all related documentation, materials, and information, written or oral, and all patents, patent applications, copyrights, trademarks, trade names, trade secrets, and other intellectual property rights with respect thereto, and all copies or derivatives thereof in any form ("Proprietary Information"). Seller shall also exclusively own all Proprietary Information used in or resulting from the performance of services by Seller. Buyer shall not acquire or claim any right, title, or interest in, and shall exercise reasonable care to maintain the confidentiality of, all Proprietary Information provided by or obtained from Seller, and shall use Proprietary Information solely as required for its authorized use of the products and services supplied by Seller hereunder. Buyer may not copy, adapt, develop, reverse engineer, recast, compile, decompile, translate, disassemble, or create derivative works from any products or documentation provided by Seller, or permit any Representative or third party to do so, or directly or indirectly create or attempt to create, by disassembling, reverse engineering or otherwise, or from any instructions, manuals, schematics, or other information provided or made available by or on behalf of Seller, any products, parts, systems, software, technologies, or other items comparable to or competing with those provided hereunder, or any part thereof, or disclose or use any such information for commercial purposes or in a manner detrimental to Seller. Buyer may not remove, alter, or obscure any copyright, trademark, trade name, logo, government restricted rights, or other proprietary or confidentiality notices or legends from any

items provided by Seller. Disclosures of Proprietary Information may be made only to Buyer's Representatives having a specific need to know and a written obligation to protect such information on terms no less restrictive than those contained herein. Buyer shall be responsible for any breach by its Representatives. It is agreed that any breach of this Section may cause Seller irreparable harm for which recovery of damages would be inadequate, and that immediate injunctive or other equitable relief is appropriate and available to Seller to prevent any violation, threatened or actual, of this article, even if monetary damages are available and readily quantifiable, and without proof of actual damage.

USE RESTRICTIONS AND REQUIREMENTS: Buyer is responsible for use and maintenance of products in accordance with all applicable product manuals and instructions and for compliance with all applicable laws, regulations, codes, recommendations, and requirements of governmental authorities including payment of all applicable taxes and duties, and for obtaining all required licenses and permits pertaining to the products, their import, export, transfer, sale, disposition, installation, and use, including any use, distribution, or sale thereof as a component of Buyer or third party products, it being understood that Seller makes no warranty of any kind regarding compliance with such requirements.

Buyer may not (a) alter, adapt, develop, modify, copy, reverse-engineer, disassemble, create derivative works from, or make any changes to any products or materials provided by Seller, or permit any third party to do so, without Seller's prior written consent; (b) import, export, transfer, service, store, or otherwise handle, distribute or use any product in a manner prohibited by applicable law, including all applicable export control laws and regulations, or contrary to any written warning or instruction given by Seller with respect to such product, its handling, storage, or use in the product documentation, on Seller's website, or otherwise; or (c) make any representations or warranties on behalf of Seller as to the quality, merchantability, fitness for a particular use, or other features of the products. For service visits, Buyer must allow access to the covered instrument(s) and ensure that all required safety measures are taken as provided below. Buyer agrees to indemnify and hold harmless Seller from any and all fines, penalties, claims, losses, damages, costs (including legal costs), expenses and liabilities arising out of Buyer's breach of these Terms or due to the fault or negligence of Buyer or its Representatives, including without limitation failure to operate safe systems of work.

SAFETY: Where Seller provides on-site services, Buyer shall ensure that Seller's personnel are not exposed to unreasonable hazards on or in the vicinity of the worksite and shall be responsible for taking all precautions reasonably necessary to prevent personal injury to Seller's employees, agents, or contractors at Buyer's premises. Seller will ensure that its personnel receive basic safety training for the normal work environment and comply with Buyer's reasonable, documented safety regulations provided to Seller while on the worksite. Site specific training shall be provided at Buyer's expense. Without incurring any liability to Buyer, Seller may refuse to dispatch personnel to worksites threatened by warfare, terrorist activities, or other conditions determined by Seller, in its discretion, to be a safety or health hazard, or to recall personnel if the worksite does not meet reasonable health and safety standards. Time spent in hazardous locations will be billed at applicable hazardous location rates as provided in any service contract and, if services are supplied in connection with any nuclear power generation facility or nuclear applications, Buyer agrees to indemnify and hold harmless Seller for any and all claims, demands, complaints, or actions of Buyer or any of Buyer's Representatives or of third parties, including but not limited to claims for personal injury or property damage, and all costs (including legal costs), expenses or damages incurred as a result thereof including, to the maximum extent permitted by law, claims arising in whole or in part from the fault, negligence or intentional misconduct of any person or entity.

LIMITATION OF LIABILITY: To the maximum extent permitted by law, any action against Seller arising out of or relating to the transactions, products, and/or services to which these Terms apply, regardless of

form, must be brought within twenty-four (24) months after the cause of action arises or performance hereunder has been completed or terminated, whichever is earlier. **SELLER'S AGGREGATE LIABILITY FOR ANY AND ALL LOSSES AND DAMAGES ARISING FROM ANY AND ALL CAUSES WHATSOEVER SHALL NOT EXCEED THE PURCHASE PRICE PAID OR PAYABLE TO SELLER FOR THE PRODUCT(S), PART(S) AND/OR SERVICES GIVING RISE TO THE CLAIM. IN NO EVENT WILL SELLER BE LIABLE FOR ANY OTHER DAMAGES, INCLUDING WITHOUT LIMITATION ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR OTHER INDIRECT LOSSES OR DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DOWNTIME, LOSS OF USE, LOSS OF BUSINESS OR PROFITS, COST OF SUBSTITUTE EQUIPMENT, FACILITIES, OR SERVICES, CLAIMS OF THIRD PARTIES INCLUDING CUSTOMERS, OR LOSS OF OR DAMAGE TO DATA, EQUIPMENT, OR PROPERTY, HOWEVER CAUSED, WHETHER FORESEEABLE OR NOT, AND EVEN IF ADVISED OF THE POSSIBILITY THEREOF. THESE LIMITATIONS WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION NEGLIGENCE AND DETRIMENTAL RELIANCE, AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATION DOES NOT APPLY TO DAMAGES RESULTING FROM PERSONAL INJURY CAUSED SOLELY BY SELLER'S GROSS NEGLIGENCE.** Buyer acknowledges that these limitations of liability are a material part of the bargain between the parties and are reflected in product pricing, which would be higher without these limitations.

FINANCE CHARGES AND COLLECTION EXPENSES: Amounts past due will bear interest, from the date due until paid in full at the rate of 1.5% per month or the maximum legal rate, whichever is less, compounded monthly. If Seller deems it necessary to refer an account to an agent or attorney for collection, all costs and expenses of collection (including, without limitation, reasonable attorney fees) will be charged to Buyer's account and accrue interest at the rate stated above.

SEVERABILITY: If any provision of this Agreement is declared invalid or unenforceable by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement; rather, the Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the parties shall be construed and enforced accordingly.

GOVERNING LAW: These Terms and all transactions to which they may apply, including without limitation any disputes arising out of deliveries from Seller to Buyer, shall be governed by and construed and enforced in accordance with the laws of the State of Ohio and the United States of America, without giving effect to any conflict of law provision that would cause the application of the laws of any other jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Law on the Formation of Contracts for the International Sale of Goods shall not be applicable to any transactions hereunder, and any applicable international discovery and service of process conventions will be inapplicable.

Sales and Distribution Originating within the European Union: The Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or Belarus or for use in the Russian Federation or Belarus any products supplied under or in connection with this Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014. The Buyer shall undertake its best efforts, including setting up and maintaining adequate monitoring mechanisms for detection, to ensure that the purpose of this Section is not frustrated by any third parties further down the commercial chain, including by possible resellers. This Section is an essential element of this Agreement for any orders originating from the European Union and any violations shall constitute a material breach for which Seller shall be entitled to seek appropriate remedies, including, but not limited to: (i) termination of this Agreement and (ii) a penalty of 10% of the total value of this Agreement or the price of the goods exported, whichever is higher. The Buyer shall immediately inform the Seller about any

problems in complying with this Section, including any relevant activities by third parties that could frustrate its purpose. The Buyer shall make available to the Seller information concerning compliance with the obligations of this Section within two (2) weeks of such request from Seller.