



Enprotech Industrial Technologies LLC.

Universal Terms and Conditions for all:

Quotes/Proposals/Cost Statements/Sales Agreements/Work Authorizations/Order Acceptances/Order Fulfillments (collectively with these Terms and Conditions, the "Contract")

1. Formation of Contract.

The terms and conditions set forth below shall comprise the sole terms and conditions for the sale of all goods and services by Enprotech Industrial Technologies LLC ("Seller") and shall supersede any terms and conditions contained in any purchase order or any other request or document from the customer (as provided on the face of this document, "Customer").

Customer's acceptance of these Terms and Conditions shall be conclusively presumed by Customer's submission of Customer's purchase order, request or other document and/or order acceptance or by any other form of acceptance, including but not limited to its issuance of a purchase order in response to Seller's proposal/ quote or by accepting Seller's goods or services. By formation of a Contract pursuant to this Section 1, Customer grants to Seller a possessory lien and security interest in any of Customer's assets received by Seller in connection with its performance pursuant to the resulting Contract, including but not limited to Customer's machine, equipment, components, parts and any other assets necessary for the Seller to carry out the sales of the Goods and/or Services (collectively "Customer Assets"), and a continuing lien on all repairs, remanufactures, services (the foregoing, collectively "Services") and components, parts and new equipment sold hereunder (together with the goods to be sold as specified on the face of this Contract, the "Goods") and on any assets and their proceeds that are the object of Seller's work, such security interests and liens to continue until Seller has received payment in full hereunder. Customer hereby agrees that these Terms and Conditions form a security agreement to create security interests (as defined under Uniform Commercial Code ("UCC")) as authorized by Customer by signing (as defined under UCC) the purchase order, order acceptance or any other tangible form demonstrating Customer's agreement to the purchase of the Goods or Services. Customer hereby agrees to cooperate with Seller to perfect the security interest as required under the applicable law, including the UCC Article 9.

These Enprotech Industrial Technologies Terms and Conditions are universal and legally binding for both Seller and Customer.

2. Price.

a) **Excluded Items.** The contract price does not include applicable taxes such as local, city, state and federal, sales, use, excise taxes, shipping charges, safety-related costs, or any other services or work not specifically described in this Contract (collectively, "Excluded Items"). Wherever applicable, the Excluded Items shall be added to the invoice as a separate charge to be paid by Customer unless, with respect to taxes, an appropriate tax exemption certificate is presented, and such certificate is acceptable and satisfactory to, Seller, based on applicable State and Federal guidelines.



b) **Additional Work Exclusion.** The contract price shall not include any work not specifically described herein including repair or replacement of defective Goods that were undiscovered or unknown at the time of preparing the Contract by Seller. In the event such additional work or defects are discovered during the performance of this Contract, and it is determined by Seller that it is reasonable for such additional work to be accomplished with respect to such discovery prior to notification of Customer, we will notify Customer and gain approval prior to adding work scope, then such additional work will be performed and the price thereof shall be added to the contract price. However, failure to provide Customer with such notice shall in no way affect Customer's obligation to pay for such additional work.

c) **Price Increase Exclusion.** Should Customer request or require any changes to any of the terms or conditions under the Contract or otherwise require overtime or work on holidays or weekends, prices will be adjusted accordingly. The quoted price shall be subject to adjustment for the increase in required Goods or Services, or expedited delivery sourced by Seller from Seller's vendors any quoted / proposed prices will be reviewed and are subject to increases prior to the commencement of the order.

d) **Cancellation Charges.** If Customer submits its order and subsequently cancels this Contract for any reason, then Customer shall be responsible for the costs incurred by Seller up to its receipt of a written cancellation, including shipping, disassembly and reassembly, testing, engineering, and all other Service costs plus reasonable profits with respect to the performance of work on Customer's machinery and equipment. We reserve the right to charge, as liquidated damages, up to 25% of the order value for cancelled field service appointments within 30 days from the scheduled appointment as liquidated damages. Seller may cancel an order at any time without cause or penalty for convenience and shall be due all reasonable costs and margin from the Customer.

e) **Abandoned Assets.** Customer Assets left at a Seller's facility after 90 days without an approved purchase order by Seller or after contract completion ("Abandoned Assets") will be considered abandoned unless Storage Charges (as defined in section 2 f) below) are paid and current. Seller reserves the right to return to Customer at Customer's expense or to scrap/recycle/or sell such Abandoned Assets at Seller's sole discretion.

f) **Deferred or Delayed Shipment and Storage Charge.** If at any time a shipment is deferred or delayed due to reasons attributable to Customer, the agreed payment terms start at the deferred/delayed date. Customer shall arrange to store the Deferred Goods at Customer's risk and expense and if Customer fails or refuses to promptly store the Deferred Goods, Seller shall have the right to do so at Customer's risk and expense, either on Seller's property or at a third-party location. Customer shall be charged the storage fee related to the total square footage of the Deferred Goods based on current market value ("Storage Charge"). The Storage Charge will be charged monthly until goods are removed from Seller's or third-party location.

3. **Payment.**

a) Payment terms are entered in the quote/ pricing proposal's term section. Any credit affected to Customer shall be at the sole discretion of Seller. Seller has the right to amend credit terms on any order prior to delivery or completion of work. Payments received after the due date shall be subject to a carrying charge of 2.5% (two point five percent) per month of the total order value on the unpaid balance. If Customer fails to satisfy its payment obligations hereunder on time, Customer shall be responsible to Seller for any costs of collection, including attorney's fees and expenses. If Customer fails to pay Seller within agreed upon payment terms, the Seller is entitled to exercise its

lien rights with respect to the Customer Assets, including the sale of the Customer Assets pursuant to UCC Article 9 and other applicable law.

4. Shipping Charges and Delivery.

a) Unless otherwise provided on the face hereof, the contract price does not include packing or shipping charges. The cost of packing and transporting Customer Assets to and from Seller's facility shall be at Customer's expense.

b) Unless otherwise provided on the face hereof, delivery of the Goods shall be Ex-Works or FOB (as defined in the INCOTERMS 2020 published by the International Chamber of Commerce) at the shipping point if a common carrier is involved or at Seller's facility, to be determined at Seller's option. The point of delivery, risk of loss, and insurance coverage shall be governed by the INCOTERMS 2020, and such delivery shall constitute complete delivery to Customer, as well as transfer of title, ownership, possession, and property in and to the goods to Customer. Seller is not responsible for any debris or foreign matter acquired after leaving Seller's facility. Customer should inspect the goods prior to installation or use.

c) Order Expedition. Customer may request a change of the shipping date, to which Seller may agree or disagree at its sole discretion. Should Seller consent thereto in writing, Customer shall pay any fees incurred because of the change of the shipping date, including but not limited to overtime work, outside labor cost, expedited delivery and/or any special shipping and handling charges.

d) If there are delayed or deferred shipment of goods, Seller will require Customer to execute a Bill & Hold agreement in a form authorized and approved by Seller.

5. Customer Obligations.

a) If Seller is to perform work at Customer's site, then unless otherwise set forth in this Contract, Customer shall be responsible for providing Seller timely, accurate and appropriate information about the work site, access to the site, secured on-site storage for Seller's materials, equipment and supplies, access to and use of on-site worker facilities (lockers, bathrooms, lunch rooms, showers) provided to comparable Customer workers, and access to and use of all required utilities (electricity, water, steam, air, sewage/drainage), all at no charge to Seller.

b) Customer is responsible for removing all oils, fuels, or any other regulated materials prior to the shipment. Customer will comply with all applicable laws, rules, regulations, orders, conventions, ordinances, standards, and other governmental and regulatory requirements of the country(ies) of destination and the country(ies) of shipment, or that relate to the manufacture, labelling, and transportation. At Seller's discretion, additional charges will apply if these conditions are not met.

6. Completion Date.

a) Seller shall use its commercially reasonable efforts to complete the order by the estimated delivery date; however, due to the nature of the work involved, no liability shall attach or accrue to the benefit of Customer for any delay in performance or delivery by Seller. In no event shall Seller be responsible for any delays in performance due to any cause including, but not limited to, failure of Customer to fulfill required obligations, act of God, fire, strike, accident, war conditions, government regulations, quarantine restrictions, epidemic, pandemic or restriction, shortage in transportation, power, labor or material, lack of warehouse or storage space, inadequate transportation services, freight embargo, riot or civil commotion, inability or delay in obtaining supplies of adequate or suitable materials, default of a supplier or prohibitions or events that render



performance difficult, commercially unreasonable or impossible, and other events beyond the control of Seller.

7. **Limited Warranty.** The Goods and Services sold pursuant to this Contract are warranted against defects in material and workmanship from the date of delivery in the following manner:

- a) **New equipment manufactured by Seller**, for a period of one (1) year.
- b) **Repairs and remanufacturing** of any other Goods than new equipment, new parts or new components manufactured by Seller, for a period of six (6) months.
- c) **New parts or new components** manufactured by Seller, for a period of six (6) months.
- d) **Equipment or parts or components** obtained by Seller from suppliers shall be subject only to the warranty provided by and enforceable against the manufacturer of such equipment, parts or components.
- e) Seller shall not be responsible for the replacement cost of equipment, parts, components, and materials furnished by Customer that are damaged or spoiled by Seller in its process period due to existing deficiencies or defects. The obligation with respect to the above-described warranty shall be limited to repair or replacement by Seller of those repairs or parts furnished by Seller which, based on its examination, inspection and determination, have become defective as a result of ordinary and normal use in accordance with the design purpose and intended application of the Goods, provided that a written notice of such defect is given by Customer within seven (7) days after such defect is first discovered and such notice is given within the warranty period provided above. Inspection of the Goods may occur at the Customer's plant or at a location to be determined by Seller at its sole discretion. The warranty does not cover expenses incurred by Customer in repairing or replacing such defective Goods, or of supplying any missing parts, except upon written consent of Seller. In no event shall such warranty cover costs of transportation, rigging, disassembly, inspection and/or installation of the subject parts replaced or of the repaired Goods. UNDER NO CIRCUMSTANCES SHALL SELLER HAVE ANY LIABILITY FOR PAYMENT FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO LOST REVENUES OR LOST PROFITS. In no event shall Seller's liability hereunder exceed the total amount of the original order placed by Customer for the warranted goods or services.

NOTWITHSTANDING ANY OTHER PROVISION HEREIN, THE WARRANTY STATED IN THIS SECTION 7, AS LIMITED HEREIN, IS THE ONLY WARRANTY EXTENDED IN CONNECTION WITH THE GOODS AND SERVICES SOLD BY SELLER AND IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE; AND ALL OF WHICH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED

8. **Customer's Responsibility and Indemnification of Seller.**

- a) **Design and Specifications.** With the exception to Seller's intellectual property, Customer shall be responsible for all design drawings and specifications with respect to the repairs and parts provided in accordance with this Contract. Such responsibility shall apply equally to those design drawings and specifications prepared by Seller. At Seller's sole discretion, for repairs and rebuilds of Customer equipment, drawings and specifications prepared by Seller that alter or modify the existing designs or specifications of the equipment may be submitted to Customer for examination



and approval and shall be presumed as being approved by Customer, unless written objections are received by Seller within fifteen (15) days following the date of submission. Customer shall at all times fully cooperate with Seller, and furnish all specifications, drawings or information required within a reasonable time after Seller's request therefore. Customer shall not countermand or cancel the order or cause the work or shipment to be delayed or stopped, except with the consent of, and upon the terms agreed to, in writing by Seller. Customer shall pay for all necessary costs and profit for changes required by Customer. In the event of cancellation of an order by Customer, Seller in its sole discretion, may charge and Customer shall pay Seller full reimbursement for all normal and customary related costs, including profit. Seller reserves the right to make changes in design and to modify specifications, except for design and specifications provided by Customer.

b) **Maintenance, Alteration and Safety Devices.** Customer shall assume and bear sole responsibility for proper maintenance of the Customer Assets and for providing adequate and sufficient safeguards, warnings, procedures and instructions, work handling tools and safety devices necessary to protect fully all personnel (including but not limited to operators, helpers, repairmen, bystanders, and all others who would be in the vicinity of the machinery and equipment repaired or provided by Seller) from bodily injury or death which otherwise may result from the use, operation, set up or maintenance of the machinery or equipment, including all requirements for compliance with prevailing federal, state, and local codes and industry accepted standards. Seller shall bear no liability for the failure of Customer to provide any of the foregoing. Customer shall require and be responsible for requiring all persons operating the machinery and equipment to use proper operating procedures, to wear appropriate equipment, including safety glasses and other safety devices, and to be properly educated and trained in the operation of the machinery and equipment. Customer shall not permit anyone to alter or modify any of the machinery repaired or provided by Seller, including but not limited to, the removal or modification of safety devices, warning signs or signals, electrical circuitry, instructional labels, or manuals attached to or furnished with the machinery or equipment.

c) **Indemnification by Customer.** CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD SELLER, ITS AFFILIATES, AGENTS, CONTRACTORS, DIRECTORS, OFFICERS AND EMPLOYEES HARMLESS from and against any and all claims, demands, suits, actions, damages, losses, expenses (including without limitation courts and attorneys' fees and costs) and liability brought against or sustained by Seller arising out of any claimed improper design, design drawings specifications, materials, repairs or manufacture as provided by Seller pursuant to this Contract, or of any claimed inadequate or insufficient manuals, warnings, safety devices, safety procedures, training, or other safeguards.

D) **Customer's Contractors, Agents and Employees on Seller Premises.** Customer shall indemnify, defend, and hold Seller, its affiliates, agents, contractors, its directors, officers and employees harmless from and against any and all claims of Customer's contractors, agents and employees resulting from any alleged incident, transaction or occurrence on the premises of Seller in connection with this Contract.

e) **Compliance conditions.** Customer agrees to comply with all applicable laws, rules, regulations, orders, conventions, ordinances, standards, and other governmental and regulatory requirements of the country(ies) of destination and the country(ies) of shipment. Customer understands that Seller is subject to regulations by agencies of the U.S. government, including the United States Department of Commerce, which require licensing for and/or prohibit export or diversion of Seller's products/technology to certain countries, persons or companies, and agrees it will not knowingly



assist or participate in any such diversion or other violation of applicable U.S. laws and regulations. Customer represents and warrants, and Seller thereupon assumes, that any resale will solely be to customers in the original country to which Seller's Goods are exported hereunder. Customer agrees and warrants that it shall not sell any of Seller's Goods in countries or to users not approved to receive such Goods or technology without first obtaining the licenses or permits required under applicable U.S. laws and regulations. Customer shall indemnify, defend and hold harmless Seller and its affiliates for any damages, liability, losses and expenses resulting to Seller from a breach of this paragraph by Customer or its customers.

f) Customer represents and warrants that Customer is in compliance with, and will continue to comply with, all applicable laws, rules, regulations, orders, conventions, ordinances, standards, and other governmental and regulatory requirements of the country(ies) of destination and the country(ies) of shipment, or that relate to the manufacture, labelling, transportation, importation, exportation, licensing, approval or certification of the Articles, including without limitation, those relating to environmental matters, the handling and transportation of dangerous goods or hazardous materials, data protection and privacy, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety.

9. **On-Site Field Service.**

a) Seller will not be responsible for damages caused by 3rd parties and/or Customer employees, contractors, agents, subcontractors or representatives. Seller will perform work in close adherence to its proposal ("Proposal"). Any alteration or deviation from the Proposal involving extra costs will become extra charges over and above the Quote/Proposal estimated costs and due from Customer. Any delays beyond Seller's control, including but not limited to Customer provided transportation delays or Customer related site delays, will be identified and considered extra charges to be billed to Customer.

b) It is the responsibility of Customer to ensure unimpeded access to the site and Customer Assets for the proper scheduled performance of the Services. Time lost will be charged in addition to the quoted costs should this access be restricted without Seller's prior written approval.

c) Seller is not responsible for any concealed damage to assembled Customer Assets, and/or other mechanical issues that are not easily visible during inspection before disassembly. Additional costs to disassemble, repair, parts and/or reassemble will be identified and considered extra charges to be billed to Customer.

d) The time estimated for the performance of the Services is based on industry standard disassembly and assembly practice and time allotment. If fasteners, dowels, pins, bushings, hubs, bearings etc. are stuck and require advanced disassembly and assembly practices requiring more time and/or materials, additional costs to disassemble, repair and/or reassemble said parts will be identified and considered extra charges to be billed to Customer.

e) Work at Customer's facility, including but not limited to, piping, electrical, sheet metal, grout, shoring, cleaning (except for repaired parts), painting, and control work is to be performed by third party(ies) at no cost to Seller unless agreed herein.

f) The Customer shall promptly conduct an inspection upon the receipt of the Goods and/or Services and sign the Acceptance of Services document, failure of which shall be deemed to having Customer accept the Goods and/or Services, without any reservation and to have waived all of its rights, hereunder or under law.

g) The Customer shall not, directly or indirectly, solicit the employment of, or the termination of employment with, or hire any employee of Seller. The Customer shall not, directly or indirectly, advise or encourage others to solicit the employment of, or the termination of employment with, or the hire of any employee of Seller. In the event Customer, directly or indirectly, shall hire any employee of Seller who has performed any Services hereunder within two years of this Contract or its period of performance, Customer shall pay, as liquidated damages, to Seller the greater of (i) \$50,000, and (ii) 50% of such employee's total compensation.

h) Unless otherwise specified, pricing includes one mobilization trip for field service disassembly and one mobilization trip for re-assembly. Each phase of work is assumed to be continuous. If additional mobilization is requested by Customer, additional charges will apply. Disassembly/installation does not include press girders, press sub-flooring, bolster track, automation equipment, or any other ancillary press related equipment other than what is specifically stated in the Quote/Proposal or the Contract.

i) The functional integrity of Customer's premises with regard to equipment loading, staging, assembly, disassembly and path of movement is the responsibility of Customer. Seller is not liable for floor damage or the like in mobilization/movement of parts at Customer's premises.

j) Customer is to provide means for Seller to dispose of identifiable debris.

k) The scope of work of Seller does not include any removal or disposal of hazardous materials or waste. Customer is responsible for the disposal of waste, including hazardous materials and waste, generated through the course of work of Seller associated with this Contract. Customer shall provide disposal instructions, waste drums, and labels, and shall arrange for the final disposal of all waste generated.

l) Seller is not responsible for any carrier related demurrage charges for which Customer was unable to unload Customer parts or Seller tooling in a timely manner.

m) Safety

- Seller reserves the right to stop work for environmental, health, and safety matters where danger is present or imminent, at its sole discretion, without any liability. At Seller's discretion, additional charges will apply if these conditions are not met.
- Seller has not included provisions for site specific safety engineers or fire watch and, these services will be considered additional, if required. At Seller's discretion, additional charges will apply if these conditions are not met.
- Customer to provide suitable fall restraint safety tie off points on equipment as required. At Seller's discretion, additional charges will apply if these conditions are not met.
- Seller reserves the right to inspect, audit, observe work completed at Customer location by Seller's agents and representatives. At Seller's discretion, additional charges will apply if these conditions are not met.

n) Seller will not be held responsible for any delays or lengthening of scheduled downtime caused by any of the events specified herein.

10. Insurance.



a) Customer agrees to carry and maintain insurance policies covering all of Customer's potential liability as provided herein. Such insurance policies shall include Worker's Compensation coverage, General Liability, including products and completed operations, coverage for bodily injury and property damage and Automobile and or Fleet Liability coverage. Customer agrees to carry property insurance policies covering the value of all Customer Assets located at Seller's facilities or at Seller's sublet facility and while being transported between Customer's and Seller's and/or sublet facilities. Certificates of insurance evidencing such coverage shall be presented to Seller upon request and shall provide and maintain insurance coverage in such amounts as determined to be sufficient and adequate to the satisfaction of Seller.

11. **Disclaimer of Noise Level.**

a) Unless otherwise provided in the Quote/Proposal or in this Contract, Seller makes no representations or warranties with respect to the noise level of the Goods repaired. In the event the noise level of the Goods is considered unacceptable by Customer following repairs made pursuant to this Contract, Seller may, but is not obliged to, analyze and submit a separate proposal as to the repairs necessary to effectively reduce noise level, if possible.

12. **Customer Insolvency; Adequate Assurances.**

In the event of bankruptcy or insolvency proceedings by or against Customer, or if Customer is insolvent, whether or not such proceedings have been commenced, or makes an assignment for its creditors, Seller shall have the right to discontinue all work on the order and receive full payment for all work performed (cost incurred plus profit). If Seller has reasonable commercial belief that Customer's creditworthiness is impaired or Customer is otherwise not capable of performing its payment or other obligations to Seller, Seller may request adequate assurance from Customer and may suspend or delay its own performance under any order pending receipt of such assurance. If Customer fails to provide adequate assurance of performance on a timely basis, it shall be deemed a repudiation by Customer and Seller shall be entitled to terminate any such order or this Contract, and then seek all available remedies. Adequate insurance may include, at Seller's sole discretion, payment upfront, posting bond or bank's letter of credit, filing of UCC financing statements, among other items or actions.

13. **Patents.**

a) **Customer** shall indemnify, defend and hold Seller, its affiliates, agents, contractors, directors, officers and employees harmless from any claim of, or infringement of, patent, copyright, trademark or other proprietary rights, at common law, or claim of unfair trade or of unfair competition, resulting from Customer's use, possession, sale, or delivery of the equipment or machinery, including any components thereof, repaired or manufactured by Seller and delivered pursuant to any Contract or order resulting from this Contract to the extent based upon equipment and/or intellectual property provided to Seller by Customer.

b) **Seller** shall indemnify, defend, and hold Customer harmless from and against any loss or expense incident to any claimed infringement of any patent of the United States arising out of the sale or delivery of goods designed and manufactured by Seller, provided Customer shall give Seller prompt written notice of any such claim of infringement and complete authority in defending against it. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL SELLER BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR



PUNITIVE DAMAGES, AND SELLER'S LIABILITY FOR ANY CLAIMS HEREUNDER SHALL BE LIMITED UP TO THE CONTRACT PRICE.

c) **In the event** that sale, or delivery of Goods designed and manufactured by Seller is held to infringe any United States patent and such sale or delivery is enjoined, Seller in its sole discretion may: 1) procure for Customer the right to continue using such goods; 2) replace the goods with non-infringing Goods; 3) modify the Goods so as to become non-infringing; or 4) rescind any order with Customer under this Contract agreeing to return the Goods and Seller returning amounts previously paid for Goods returned. The foregoing excludes any Seller liability regarding any Customer Assets, parts or designs provided to Seller by Customer. Seller grants no license, express or implied, other than the right for Customer to use the Goods delivered by Seller.

14. **Intellectual Property.**

No Transfer of Right, Title or Interest. Seller hereby retains its entire right, title, and interest, including all intellectual property rights, in and to all of its confidential information. Any disclosure of such confidential information hereunder shall not be construed as an assignment, grant, option, license, or other transfer of any such right, title, or interest whatsoever to the Customer or any of its agents or representatives.

15. **Liens.**

Seller reserves all rights to assert possessory liens, molders' liens, and other rights against the Customer and property of the Customer and third parties (including but not limited to completed products and molds, tools, dies and forms) in order to ensure full payment of all amounts owed to Seller and its affiliates and agents. Seller otherwise retains and may assert all other lien rights and recovery rights of any kind including but not limited to mechanics' liens, materialmans' liens, common carrier liens, other possessory liens and other similar trade liens and rights of recovery arising under State or federal law.

16. **Applicable Law.**

The sale of goods and services in accordance with this Contract shall be governed in all respects by the laws of the State of Seller's facility delivering the Goods or Services to Customer. Other than as expressly provided herein, application of United Nations Convention on Agreements for the International Sale of Goods is expressly excluded.

17. **Arbitration.**

a) Any dispute or claim arising from or relating to the Contract shall be resolved according to the dispute resolution process set forth in this Section. When a dispute arises, each party will promptly bring the dispute to the attention of the other party and negotiate in good faith in an attempt to resolve the dispute. In the event that the parties cannot resolve the dispute in such manner, the parties shall immediately refer the dispute to each party's designated senior executives. If such executives are not able to resolve the dispute within a reasonable amount of time after referral of the dispute to them (but in no event more than thirty (30) days), then either party may submit the dispute to mediation to a mutually acceptable mediator. The mediator shall not have the authority to impose a settlement upon the parties but will attempt to help them reach a satisfactory dispute resolution. If the mediation does not resolve the dispute within ninety (90) days, then the issue shall be submitted to binding arbitration under the arbitration rules of the International Chamber of



Commerce (the "Arbitration Rules") then in effect. The arbitration shall be held in Cleveland, Ohio, and the proceedings shall be in the English language. If the amount of any asserted Claim or counterclaim does not exceed One Million Dollars (\$1,000,000), the arbitration shall be conducted before a single arbitrator selected in accordance with the Arbitration Rules. Otherwise, the arbitration shall be conducted in accordance with the procedures of the Arbitration Rules before a panel of three (3) arbitrators, with each party selecting one arbitrator and the third arbitrator, who shall be the chairman of the panel, being selected by the two Party-appointed arbitrators. The award rendered by the arbitration shall be final and judgment thereon may be entered by any court having jurisdiction thereof.

18. Successors and Assigns.

a) The terms and conditions of this Contract shall inure to the benefit of and be binding upon the successors and assigns of the parties.

19. Entire Agreement.

a) Customer and Seller each agrees that there are no other agreements or warranties, terms or conditions, relating to the Goods and Services to be provided in accordance with this Contract, except as contained herein.

20. Limitation on Actions.

a) Any legal action or suit against Seller in any way arising from the duties and obligations under this Contract must be commenced within one (1) year after the receipt of the Goods or Services or within the warranty period provided in section 7, whichever occurs earlier.

21. Local Legal Requirements.

a) Seller shall not be responsible for compliance with any local laws, ordinances, codes, or the interpretation thereof, which may be in effect at Customer's facility, unless Seller has specifically agreed in this Contract to accept that responsibility.

22. Amendment.

a) This Contract may only be amended by a written agreement executed by both parties hereto, and no waiver, alteration, or modification of any of the provisions of this Contract or the resulting order shall be binding on a party unless in writing and signed by a duly authorized person.

23. Notice.

a) All written notices required under this Contract, or the resulting order shall be in English and be sent by registered or certified airmail, return receipt requested, by commercial courier services such as Federal Express, UPS, or their equivalents, or by telefacsimile confirmed by registered mail or certified mail, return receipt requested. Notices initially sent by telefacsimile shall be deemed received and shall be effective upon confirmation of receipt by the sending equipment. Notices initially sent by registered airmail or certified mail, return receipt requested, or by commercial courier services shall be deemed received as of the date for which they are signed by the receiving party. Notices to Seller shall be addressed as noted on the face of this Contract.

24. Heading.

Paragraph headings in this Contract are included for convenience only and shall not be used in construing or interpreting this Contract or the resulting order.



25. **Universal Terms and Conditions Acceptance**

These Enprotech Industrial Technologies, LLC(Seller) Terms and Conditions are final, unalterable, universally accepted and legally binding between Seller and Customer. Seller will not accept any other terms and conditions from Customer, any third party, subcontractor, or any other organization. Seller Terms and Conditions supersedes any and all other terms and conditions. Customer unconditionally agrees to be bound by the terms hereunder without claiming the “battle of forms”, defenses or contrary terms, pursuant to application of UCC Section 2-207 or otherwise.