

## TERMS AND CONDITIONS OF SALE

1. **GENERAL: OFFER AND ACCEPTANCE**, Pintsch Tiefenbach US, Inc. (“the Invoice”), is subject to the Terms and Conditions set forth herein. The Invoice is an offer by Pintsch Tiefenbach US, Inc. to Purchaser and acceptance of the offer contained herein is expressly limited to these Terms and Conditions. Any reasonable expression of Purchaser’s acceptance of the offer contained herein, including Purchaser’s acceptance of the goods identified on the face hereof (“the Goods”), constitutes an acceptance of all the Terms and Conditions of this offer. Upon acceptance by Purchaser, the Invoice together with these Terms and Conditions shall be the final written expression of agreement between Pintsch Tiefenbach US, Inc. and Purchaser, constituting the entire contract between them and superseding all previous communications, either oral or written. The Invoice together with these Terms and Conditions and the contract resulting from them (“the Contract”) may be waived, varied, modified or amended only by a writing signed by an authorized officer of Pintsch Tiefenbach US, Inc. Any reference herein to any order or other communication of Purchaser is only for the purpose of identification. In the event that Purchaser submits its own Order or Offer to Purchase no contract shall be formed between Pintsch Tiefenbach US, Inc. and Purchaser until Pintsch Tiefenbach US, Inc. submits its Acknowledgement to Purchaser at which time a contract between the parties shall thereupon become effective subject to the terms and conditions of that acknowledgement.

Any Terms and Conditions contained in purchaser’s order or offer to purchase (or in any other documents from Purchaser) which are different from or in addition to the Terms and Conditions of Pintsch Tiefenbach US, Inc. Sales Terms (whether or not such different or additional Terms and Conditions materially alter Pintsch Tiefenbach US, Inc. Sales Terms) shall not be a part of the contract unless agreed to in writing by the parties.

2. **SHIPMENT; DELIVERY; CLAIMS**. Unless otherwise agreed in writing by the parties, the cost for shipment and delivery of the Goods shall be borne by Purchaser. Delivery shall be F.O.B. Pintsch Tiefenbach US, Inc. plant in Marion, Illinois. Delivery of the Goods to the first carrier shall constitute delivery to Purchaser. Any delivery information set forth on the Invoice (including time for shipment) is approximate. Pintsch Tiefenbach US, Inc. will exercise its best efforts to make delivery as scheduled; provided, however, Pintsch Tiefenbach US, Inc shall not be liable for any loss for damage or failure to deliver or delays in delivery caused by labor disputes (including strikes, slowdowns and lockouts), fires, floods or governmental acts or regulations, riots, inability to obtain supplies, materials or shipping space, manufacturing plant breakdowns or delays, power failures, delays or interruptions of carriers, accidents, Acts of God or other causes beyond Pintsch Tiefenbach US, Inc. control. Furthermore, Pintsch Tiefenbach US, Inc. shall not be liable for any incidental special or consequential damages resulting from Pintsch Tiefenbach US, Inc. failure to meet delivery schedules for the foregoing or any other causes. **ALL RISK OF LOSS OR DAMAGE IN TRANSIT SHALL BE ON THE PURCHASER AND ALL CLAIMS FOR LOSS OR DAMAGE IN TRANSIT OR FOR NON-DELIVERY SHALL BE MADE BY PURCHASER AGAINST THE CARRIER.**

3. **INSPECTION**. Within five days of receipt of the Goods, Purchaser shall unpack and inspect the Goods to check for shortages, loss or damage in transit and any other nonconformity. Purchaser shall thereafter notify Pintsch Tiefenbach US, Inc. of any nonconformity [other than that relating to loss or damage in transit, which claims shall be made in accordance with the terms of Section 2 herein].

4. **CANCELLATION**. The Contract is not subject to cancellation by the Purchaser unless Purchaser obtains specific written approval from Pintsch Tiefenbach US, Inc. If the Contract is cancelled, Purchaser shall pay Pintsch Tiefenbach US, Inc. for performing or preparing to perform the Contract, cancellation costs plus 20% of the value of the Contract.

The Contract for SYSTEMS is not subject to cancellation by the Purchaser unless Purchaser obtains specific written approval from Pintsch Tiefenbach US, Inc. within 30 days of receipt of the order. SYSTEMS in production are not subject to cancellation unless agreed to by Pintsch Tiefenbach US, Inc. Purchaser shall pay Pintsch Tiefenbach US, Inc. the cost to perform or preparing to perform the Contract and associated engineering, procurement, labor and production costs through date of

cancellation along with anticipated profit. This cancellation policy is subject to change at the discretion of Pintsch Tiefenbach US, Inc.

5. **WARRANTY.** New or unused Goods manufactured by Pintsch Tiefenbach US, Inc. are warranted to be free from defects in material and workmanship under normal use and service for twelve (12) months after date of delivery to Purchaser. In the event that its Goods fail to perform in such a manner, Pintsch Tiefenbach US, Inc. will repair or replace without charge any part proven to Pintsch Tiefenbach US, Inc. satisfaction to be defective; provided, however, that Pintsch Tiefenbach US, Inc. is notified promptly in writing and that any such part is returned, upon request to Pintsch Tiefenbach US, Inc. plant in Marion, Illinois, freight or other transportation charges prepaid. In the event Purchaser claims that the Goods are defective, it must allow Pintsch Tiefenbach US, Inc. personnel access and permission to inspect the goods at their site of installation or use if requested.

This warranty extends only to the original Purchaser and does not cover damage or loss resulting from misuse, accident, neglect, improper installation, operation or maintenance. This Warranty does not cover parts repaired, modified or adjusted outside of Pintsch Tiefenbach US, Inc. plant in Marion, Illinois without the prior written consent of Pintsch Tiefenbach US, Inc. Any unauthorized repair, modification or adjustment of the Goods voids the Warranty set forth herein. This Warranty does not cover electric motors and filters, or other parts or equipment not manufactured by Pintsch Tiefenbach US, Inc. since the same are usually covered by the warranties of the respective manufacturers thereof.

THE WARRANTY SET FORTH IN THIS AGREEMENT IS IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6. **DISCLAIMER; LIMITATION OF LIABILITY.** Pintsch Tiefenbach US, Inc. shall not be liable for loss of use, income, or profit, incidental, special or consequential or other similar damages arising, directly or indirectly, out of or occasioned by the operation, use, installation, repair, or replacement of the Goods whether such damages are based on a claim of breach of express or implied warranty (including merchantability and fitness for a particular purpose, tortious conduct (including negligence and strict liability) or any other cause of action. Pintsch Tiefenbach US, Inc. liability to Purchaser relating to any of the foregoing shall be limited to accepting return of the equipment F.O.B. Pintsch Tiefenbach US, Inc. plant in Marion, Illinois, refunding any amounts paid thereon (less appreciation at a rate of 15 percent per annum if Purchaser has used the Goods for more than thirty days) and cancelling any outstanding balance owed by Purchaser.

7. **INDEMNIFICATION.** Pintsch Tiefenbach US, Inc. has manufactured the Goods in accordance with safety and health laws, ordinances, and regulations. It is the responsibility of Purchaser to ensure that the Goods, when installed and operated, will be in compliance with safety requirements imposed by law or regulation and otherwise adequate to safeguard against injuries or death to persons and damage to property. Purchaser hereby agrees, at its own expense to defend, indemnify and hold harmless Pintsch Tiefenbach US, Inc., its agents and employees against any and all losses, costs, damages, claims, liabilities or expenses, including but not limited to reasonable attorneys' fees arising out of or resulting from any injury or death to persons or damage to property caused by the inadequacies in safety features of the goods or in the installation, use or operation thereof, except claims for repair or replacement of defective parts as provided in Section 5 herein.

#### 8. **INDUSTRIAL PROPERTY RIGHTS, COPYRIGHTS, DEFECTS OF TITLE**

(a) Unless otherwise agreed, we are obliged to make delivery free of industrial property rights and copyrights of third parties (hereinafter referred to as "Property Rights"). The legal system of the country of delivery is solely determinant for the same. In the event of a third party bringing legitimate claims against the Customer based on the infringement of Property Rights resulting from the contractual use of deliveries made by us, we are liable to the Customer within the periods stipulated in Article 13 (d) as follows:

- At our discretion and at our expense, we shall either procure a right of use for the deliveries concerned, modify them in such a way that the Property Right is no longer infringed or replace the

same. If we are unable to do so under reasonable terms and conditions, the Customer shall have the statutory rights.

- The above obligations exist only on condition that the Customer informs us without delay of any claims brought by third parties, that the Customer does not acknowledge any infringement, and that we reserve the right to conduct all defense measures or settlement negotiations. If the Customer ceases to use the delivery items in order to mitigate the damage or on other important grounds, the Customer is obliged to draw the third party's attention to the fact that the cessation of use does not represent any acknowledgement of an infringement of Property Rights.

(b) Claims of the Customer are excluded if the Customer is responsible for the infringement of Property Rights.

(c) Claims of the Customer are also excluded if the infringement of Property Rights is caused by special specifications of the Customer, by a use that we could not have foreseen or because the Customer modified the delivery in breach of contract or used it together with products not delivered by us.

(d) Claims of the Customer against us or our employees or agents, based on an infringement of industrial Property Rights or other rights of third parties, that go beyond those or which differ from those covered by this Article, are excluded, unless we are guilty of intent.

9. PRICES. The price of the Goods quoted in the Invoice is subject to change without notice. All orders are subject to increase in costs of materials and labor during progress in completion of the work. Such increased costs, if any, shall be considered as part of the price quoted in the Invoice. The actual sales price shall be Pintsch Tiefenbach US, Inc. price in effect on the date of shipment.

10. TAXES. Purchaser shall pay (in addition to the actual sales price applicable on the date of shipment) all local, state or federal sales, use, excise, personal property or other similar taxes, if any (however designated, levied or based) on the manufacture, sale or shipment of the Goods, now or hereafter imposed.

11. PAYMENT. Unless otherwise specified in writing between Pintsch Tiefenbach US, Inc. and Purchaser, terms of payment are net cash thirty days from the date of invoice. Purchaser shall not retain payment on account of any claim (nor shall Purchaser offset the latter against the actual sales price) unless the claim has been accepted by Pintsch Tiefenbach US, Inc. in writing. If Purchaser fails to fulfill the terms of payment (or if Pintsch Tiefenbach US, Inc. has any doubt at any time regarding Purchaser's financial responsibility), Pintsch Tiefenbach US, Inc. may decline to make further deliveries and may claim payment of all outstanding invoices.

12. DELINQUENT PAYMENTS; ATTORNEYS' FEES; INTEREST. In the event Purchaser fails to make any payment when due, then Purchaser shall pay, in addition to all other sums payable hereunder, the reasonable costs and expenses incurred by Pintsch Tiefenbach US, Inc. in connection with all actions taken to enforce collection or to preserve and protect its right under this Agreement, whether by legal proceedings or otherwise, including without limitation reasonable attorneys' fees and court costs. In addition, Purchaser shall be responsible for interest at a rate of 1.5 percent per month on the amount of any unpaid payment.

13. TITLE. Title to the Goods furnished hereunder (and to any and all modifications, additions and accessories thereto) shall remain in Pintsch Tiefenbach US, Inc. until the purchase price therefor (and any other sums payable hereunder) is paid in full by Purchaser.

14. PROPRIETARY AND TRADE SECRET INFORMATION. Purchaser hereby acknowledges that the Goods (including all specifications, drawings, and descriptions or illustrations submitted herewith), assistance, know-how and all other information furnished by Pintsch Tiefenbach US, Inc. hereunder is confidential and proprietary to Pintsch Tiefenbach US, Inc., and shall be treated as such by Purchaser. Purchaser shall not disclose such information to anyone for any purpose other than for its own operations. Purchaser shall implement sufficient security measures to protect Pintsch Tiefenbach US, Inc. proprietary interests as described herein.

15 SEPARABILITY. If any portion of the Contract shall for any reason be held by a court of competent jurisdiction to be invalid and unenforceable, the valid and enforceable provisions will continue to be given effect and bind the parties hereto.

16 ADMENDMENTS. The provisions of the Contract may be waived, varied, modified or amended only by an instrument in writing executed by or on behalf of all persons who are at the time parties hereto.

17 GOVERNING LAW. This instrument shall be deemed an agreement made under the laws of the State of Illinois, and for all purposes shall be construed and enforced in accordance with and governed by the laws of the State of Illinois.

18 INTEGRATION. The Contract embodies the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior or contemporaneous, oral or written understanding, negotiations or communications on behalf of said parties.

19 STATUTE OF LIMITATIONS; EXCLUSIVE VENUE. Any suit by Purchaser for breach of warranties provided hereunder, for any alleged tortious conduct, or any claim whatsoever at law or in equity must be filed within one year from the date of the alleged cause of action accrues, or be forever barred. Furthermore, any such suit by Purchaser must be brought in the United States District Court for the Southern District of Illinois or any proper Illinois state or federal court located within Williamson County, Illinois.