

## 1. GENERAL

- 1.1. These general terms and conditions (the “**Agreement**” or “**Terms**”) apply to all inquiries, quotations, offers made by or to as well as agreements with, Roxtec Inc., or any parent, subsidiary, affiliate, contractor or entity related to Roxtec Inc. (collectively “**Roxtec**”), including orders placed by a customer (herein the “**Customer**”, and together with Roxtec the “**Parties**”) for the sale or delivery of products or parts of products from Roxtec to Customer (“**Products**”). No terms of any Customer or any order shall be effective or binding on Roxtec other than these Terms, and Customer waives any right to rely on any other terms or conditions. Acceptance of any Products by Customer is an agreement by Customer to be bound by these Terms. In the event Roxtec and Customer have signed an agreement for the supply, sale or use of Products, these Terms and such agreement shall constitute the entire agreement between the parties. In the case of any inconsistencies with any other agreement or document, these Terms shall control and prevail. No terms of any Customer or any order shall be effective or binding on Roxtec other than these Terms, and Customer waives any right to rely on any other terms or conditions.
- 1.2. There are no other agreements, representations, or warranties other than those expressly provided for in these Terms. Customer waives and releases any right to rely on any agreement or representations outside of the express terms of these Terms.
- 1.3. These Terms may not be modified except in writing by Roxtec's duly authorized representative.
- 1.4. The parties agree that any additional and/or different terms or conditions contained in any document or writing sent to Roxtec at any time are hereby expressly objected to and rejected.
- 1.5. Except as otherwise expressly agreed by Roxtec and Customer, any Product or sale of any Product shall be exclusively governed by these Terms and Customer hereby acknowledges Roxtec's reliance on Customer's agreement that these are the only Terms and conditions related to any sale or purchase of any Product.
- 1.6. **THESE TERMS WILL SUPERSEDE ANY TERMS OR CONDITIONS OF CUSTOMER, WHETHER INCLUDED IN CUSTOMER'S ORDER, IN PRE-ORDER NEGOTIATIONS OR IN ANY OTHER DOCUMENT.**
- 1.7. Any description or specification contained in Roxtec's catalogues, samples, or other advertising is intended only to present a general description of the Product and do not constitute part of the Terms or any warranty unless expressly provided for in these Terms.

## 2. DELIVERY TERMS

- 2.1. All shipments of Products shall be F.O.B. Origin at Roxtec's facilities in Tulsa, Oklahoma or Karlskrona, Sweden (the “**Roxtec Facilities**”). Risk of physical loss of or damage to the Products will pass to Customer once the Products are made available at the Roxtec Facilities. Roxtec will provide the Customer notice (by email) when the Products are available. All freight, tracers, insurance, transportation, customs, taxes and other costs related to the Products are Customer's responsibility once the Products are available. Roxtec will load or transfer the Products to the carrier Customer designates in writing on the Purchase Order, but Customer at all times remains responsible for the Products and all costs associated with the same when the Products are made available, not when a carrier or Customer takes possession. The Products will be made available at the Roxtec Facilities on the date provided for in the agreed Purchase

Order during normal business hours. If any Products are not available by the date in the agreed Purchase Order, the balance of the order will be made available as soon as Products are reasonably available F.O.B. Origin at Roxtec's Facilities during normal business hours. Roxtec shall use reasonable efforts to perform in a timely fashion relating to deliveries of Products ordered by Customer. However, orders are placed by Customer with the express understanding that time of delivery shall not be of the essence and Roxtec will have no liability to Customer (or otherwise) related to the timing of any shipment or for delays in shipment or delivery due to any cause whatsoever. Roxtec shall have no liability and Customer waives and releases any and all liability and damages (including actual and consequential damages) in any way related to the timing of shipment or delivery of the Products.

- 2.2. Although Roxtec will make all reasonable commercial efforts to observe the dates indicated for delivery on the Purchase Order, Roxtec will not be liable for delays in delivery due to any cause not within Roxtec's reasonable control or not avoidable by reasonable diligence.
- 2.3. Causes not within Roxtec's reasonable control include, but are not limited to strikes; slow-downs; lockouts; riots; war (declared or undeclared); acts of terrorists; fire; acts of God; accident; material disruption in the financial, labor, raw material, provisioning of utilities or credit markets; Customer caused delays; pandemic, epidemic, or compliance with any law, regulation or order, whether valid or invalid, of any government or agency, and whether or not the same are in place at the time of the placement of the order.
- 2.4. Roxtec's schedule for performance shall be deemed suspended during any such excusable delay and for a reasonable period of time thereafter and Customer shall accept performance hereunder. No liquidated damages or penalty of any kind shall be effective against Roxtec for excusable delays in performance. As used herein, "performance" shall include, without limitation, engineering, design, fabrication, shipment, delivery and warranty repair or replacement as applicable.
- 2.5. If any such delay(s) lasts for a period longer than ninety (90) days in the aggregate, then Customer may cancel the Purchase Order for convenience in writing and Customer shall compensate Roxtec for any costs or expense incurred up to the time of cancellation.
- 2.6. Customer shall examine the Products immediately upon delivery and shall report to Roxtec in writing, within ten (10) calendar days of delivery to Customer at the location provide for in the Purchase Order, any shortages, damages to packaging or other defects. Customer waives, and Roxtec shall be discharged from, all liability for shortages, damages, and defects if not notified by Customer within ten (10) calendar days of delivery to Customer. In case of delivery of defected or non-compliant Products, Customer's exclusive remedy is delivery of Products which comply with Customer's Purchase Order and the delivery shall be made within a reasonable time at Roxtec's expense. Roxtec shall have no further or other liability for shortages, damage to packaging, non-compliant shipments of Product or defects and Customer waives and releases any and all other or further liability, including actual and consequential damages related to the same.

## 3. ORDERS

- 3.1. Customer shall request the Products in writing by issuing a purchase order (“**Purchase Order**”). Roxtec shall provide the Products under the Purchase Order but only subject to these Terms.

- 3.2. Each Purchase Order shall be subject to the conditions of the Terms. Except as otherwise expressly indicated in these Terms, in case of any inconsistencies between the Terms and any confirmed Purchase Order, the Terms shall prevail.
- 3.3. The Purchase Order(s) issued by Customer shall include the number of Products ordered, their respective Product numbers and preferred time for delivery. Roxtec will confirm such orders in writing, including estimated time for delivery.
- 3.4. All Purchase Orders are subject to approval and acceptance by Roxtec. No Purchase Order shall be binding on Roxtec unless and until it has been accepted in writing by Roxtec. Roxtec shall be entitled to reject Purchase Orders (without notice) for any reason and Roxtec shall have no further or other liability and Customer waives and releases any and all claims and liability, including actual and consequential damages related to Roxtec's rejection or cancellation of a Purchase Order.
- 3.5. Customer may not cancel or change accepted orders unless an authorized agent of Roxtec has consented to such cancellation or change in writing. Such consent will be at Roxtec's sole discretion. Roxtec reserves the right to charge Customer all costs associated with any cancelled or changed order and, in addition, a reasonable cancellation fee.
- 3.6. The Customer is solely and independently responsible for determining the suitability of the Products for the intended process, installation and/or use. Any information on Products provided by Roxtec is for information purposes only.
- 4. RETURNED GOODS**
- 4.1. Roxtec and Customer may agree in writing on the return to Roxtec of unused Products purchased by Customer. Customer must request written authorization from Roxtec to return such purchased Products. The agreement to allow or accept a return or issue any credit related to a return shall be at the sole discretion of Roxtec.
- 4.2. If Roxtec provides written authorization of a return of or credit for Products, Roxtec will issue a Return Goods Authorization ("RGA") letter and number. The RGA number must be attached to each Product to be returned. Customer must a) use Roxtec's RGA form as provided with the RGA authorization and b) return each Product (with the corresponding RGA number attached) to Roxtec at Roxtec's offices located in Tulsa, Oklahoma. No returns will be accepted without a RGA authorization, form and number. Roxtec reserves the right to cancel an open RGA authorization if the approved shipment hasn't been delivered to Roxtec in Tulsa, Oklahoma within sixty (60) days of issue of the RGA number. All returns must be packaged in standard box quantities as received.
- 4.3. All returns of any Products must be by freight prepaid by Customer; no collect shipments will be accepted. Roxtec shall be entitled to reject, without liability, any attempt of Customer of returning Products by collect shipments.
- 4.4. There will be a minimum 15% restocking charge on all return Products. All costs and expenses arising from the return of unused Products shall be paid by Customer.
- 4.5. Should Customer claim Products have a manufacturing defect which could not have been discovered under Article 2.7, or the Products failed in the Products' authorized, normal, intended application, Customer is required to notify Roxtec in writing no later than thirty (30) days of Customer's notice of the defect or failure. If Customer fails to notify Roxtec in writing of any defect or failure within thirty (30) days of Customer's notice of the same, Customer waives and releases any right to make a claim of any kind (for a return, actual damages, consequential damages, or any damages of any kind whatsoever).
- 4.6. For defects or failures of Products Customer has provided proper timely notice to Roxtec of, Roxtec will have a reasonable time to inspect and confirm the nature, type and extent of the issue. Customer shall keep all evidence of the defect or failure, including the actual Products complained of, and will document and photograph the Products' defect, failure and application (if in use at the time of notice of a defect or failure). If Customer does not properly and reasonably preserve the Products or the Products application for Roxtec's review and investigation, Customer waives and releases any and all claims for any credit, damages (actual or consequential) or liability of any kind related to the defect or failure.
- 4.7. Roxtec will conduct an investigation within a reasonable time of any alleged defect or failure. If Roxtec's quality assurance laboratory or technical manager cannot confirm a defect or a failure due to a defect, a review of the defect or failure will be conducted by Roxtec's management to determine Customer's complaint versus Roxtec's laboratory findings. If Roxtec's management finds that there is quantifiable justification for Customer's claim, a prorated credit will be made. There will be no set percentage or amount. Each claim will be examined individually. The Credit will be in the sole discretion of Roxtec. The credit is the only relief Customer is entitled to for a defect or failure, and Customer waives and releases any and all claims and cases of action, damages (actual or consequential) or liability of any kind related to the defect or failure.
- 4.8. Notwithstanding anything to the contrary in this Section 4, Roxtec shall automatically reject all requests for return of unused Products by Customer when the delivery of such Products has taken place twelve (12) months or more prior such request.
- 5. NON-STOCK ORDERS**
- 5.1. Any non-standard Products manufactured by Roxtec at Customer's request ("**Customized Products**") irrespectively of where they were manufactured (i.e. in Tulsa, Oklahoma, or in Karlskrona, Sweden) must be ordered in minimum quantities.
- 5.2. Customer acknowledges that Customized Products may not have any other application or use. As a result, Roxtec is under no obligation to accept a return of any Customized Products and may reject the same for any reason, in Roxtec's sole discretion.
- 5.3. Customer is responsible for inspecting products as provided for in these Terms and timely notifying Roxtec of any non-compliant Products, or products which Customer claims do not meet the specifications of Customer.
- 5.4. Customer is solely and exclusively responsible for the specifications of any Customized Products and acknowledges Roxtec is not responsible or liable for any specifications or determining the suitability of any Customized Products in any application.
- 6. QUOTATION POLICY**
- 6.1. Roxtec reserves the right to, at any time and without prior notification, alter specifications and prices including due to continual Product improvements or to withdraw, add to or modify any Products.
- 7. PRICE AND TERMS OF PAYMENT**
- 7.1. The prices for the Products shall be in accordance with Roxtec's price list in effect at the time of any proposed Purchase Order.

Roxtec reserves the right to adjust the prices for the Products at any time by issuing a new price list. Roxtec shall use its reasonable efforts to provide Customer with reasonable and adequate prior notice to this effect. New prices become effective on the date stated in Roxtec's notification.

- 7.2. The prices do not include value added tax, sales tax and similar taxes nor any city, municipal, state or federal taxes or withholding taxes, whether currently imposed or imposed in the future, excluding tax on income. If any such tax is found to be applicable, the appropriate amount of tax shall be invoiced to and paid by Customer to Roxtec at the same time and on the same terms as applied to the payment due. The amount of any such tax which Roxtec may be required to pay or collect will be Customer's costs and obligation and will be invoiced to Customer unless a valid tax exemption certificate has been furnished. If for any reason a tax exemption is not valid, Customer is responsible for all taxes due and owing, regardless of when incurred.
  - 7.3. Unless specific credit terms have been agreed to in writing by an authorized representative of Roxtec, Roxtec invoices are payable in full within thirty (30) days from the date on the invoice. Roxtec may issue the invoice at any time after a Purchase Order has been accepted by Roxtec in writing. . Except as otherwise agreed in writing, all payments shall be made and credits shall be given in US Dollars.
  - 7.4. If an invoice contains incorrect information or pricing, Customer shall notify Roxtec within ten (10) calendar days of the date on the invoice, and will give details of the alleged error in the invoice. If notification is not received by Roxtec within ten (10) calendar days of the date on the invoice the invoice will be deemed correct and valid, and Customer waives and releases any right to make a claim of any kind related to the invoice or seek to change the same.
  - 7.5. Roxtec shall be entitled to interest on unpaid invoices, or any unpaid portion of the same, at the rate of fifteen percent (15%) per annum or the highest rate allowed by law. Such default interest will accrue on a day-to-day basis and be compounded monthly for the period from the date the amount originally was due through the date the amount is received in full by Roxtec (including the interest).
  - 7.6. If Customer does not make timely payment(s), then Roxtec will have the right to demand advance payment or adequate security from Customer for any future sales or Products. Roxtec reserves the right to assign or transfer to any third party any debt owed by Customer, with full rights of such third party to collect such debt from Customer.
  - 7.7. Additional Costs/ Right to Extend Delivery. Any payment received later than the scheduled due date may cause Roxtec to incur additional costs and Customer agrees to pay Roxtec for its said costs. Payment received later than its due date will, at Roxtec's option result in a corresponding delay in the scheduled delivery date.
  - 7.8. Right to Terminate/Suspend for Late Payment. Roxtec reserves its right, after providing Customer with written notice and reasonable time to pay such late payment in full, to suspend its performance until such sums are paid in full or terminate any purchase order or agreement with Customer. In the event Roxtec terminates due to Customer's late payment, then Customer agrees to compensate Roxtec for any and all costs due and/or incurred under this Agreement, as well as any sums due Roxtec for resuming its performance following a suspension of the Agreement
  - 7.9. Customer cannot set-off or counterclaim for any amount or sum in whole or part whether arising from breach of Agreement, breach of statutory duty or any other matter whatsoever. Customer shall not be entitled to any retentions, set-offs or other self-help remedies. Any amount retained or set-off shall be considered late for purposes of late payment calculations. Customer expressly waives and releases and right of set-off.
- ## 8. RETENTION OF TITLE
- 8.1. The Products shall remain the property of Roxtec until paid for in full. Title to the Products shall pass to Customer upon full payment of the agreed price, taxes and all other charges by Customer. Failure by Customer to effect full payment as provided for in these Terms shall entitle Roxtec to repossess the Products or relevant parts thereof and exercise all rights at law and equity to repossess the Products. The retention of title shall not affect the transfer of risk after delivery.
  - 8.2. Up until the time at which title has passed to Customer, Customer shall not assign, transfer, pledge, mortgage or otherwise dispose of the Products or part thereof or any interest therein and shall, further, take all reasonable measures to protect the Products as well as the proprietary interests of Roxtec and refrain from all activities which may negatively impact the Products or on the retained title of Roxtec.
  - 8.3. Customer is obliged to reimburse Roxtec for all costs which Roxtec incurs in conjunction with the repossession and restoration of the Products to the same condition they were in upon delivery.
- ## 9. WARRANTIES AND LIABILITY
- 9.1. Roxtec warrants that the Products and parts manufactured by Roxtec and delivered hereunder will be free from defects in material and workmanship and will conform to the specifications agreed to in writing. Roxtec warrants its Products and parts for a period of twelve (12) months from the date of delivery (the "**Warranty**"). Customer shall immediately report in writing to Roxtec any claimed defect upon discovering the same. After receiving such notice from Customer and substantiation by Roxtec of the claim as being within the warranty, Roxtec shall, at its option: (i) repair Customer's Products with any shipping, customs, duties, levies, taxes or other charges being assessed to Customer's account, (ii) refund an equitable portion of the contract price, or (iii) furnish replacement Products or parts, as necessary at the original shipping point. In no event will Roxtec at any time be responsible for disassembling, and/or reassembling, uninstalling and/or reinstalling any products. Decomposition or corrosion by chemical action or wear or damage is not and shall not be a product or manufacturing defect. Modifications or repairs to any Roxtec product, or product or part used with a Roxtec product shall void any warranty by Roxtec. Customer waives any rights to make a warranty claim of any kind, express or implied, where a Roxtec product has been modified or altered. The limitations of this section are a material condition precedent of Roxtec providing Products to Customer.
  - 9.2. Roxtec does not provide a warranty for any Products or part not manufactured by Roxtec. With respect to products, parts, and equipment not engineered or manufactured by Roxtec (whether or not supplied by Roxtec), Roxtec disclaims and Customer waives any and all liabilities and warranties whether express or implied. CUSTOMER HEREBY AGREES TO DEFEND, INDEMNIFY AND HOLD ROXTEC HARMLESS FROM ANY AND ALL CLAIMS OR DAMAGES (INCLUDING FOR ATTORNEY OR EXPERT FEES) ARISING FROM OR RELATING TO PRODUCTS, PARTS, AND EQUIPMENT NOT MADE BY ROXTEC EVEN IF ROXTEC IS ALLEGED TO BE NEGLIGENT (OR WITHOUT REGARD TO THE ALLEGED



NEGLIGENCE OF ROXTEC). The limitations of this section are a material condition precedent of Roxtec providing Products to Customer.

- 9.3. This Warranty is in lieu of all other warranties with respect to the Products, expressed or implied and specifically any warranties of merchantability and fitness for a particular purpose. To the fullest extent allowed by law Customer waives all implied warranties, and acknowledges that the only express warranties related to the Products are contained in these Terms. Customer waives and releases any and all warranties, express or implied, not contained in these Terms. **This Section 9 sets forth the exclusive remedies for claims based on defect, failure or nonconformity of the goods or Products supplied.** This exclusivity applies whether a claim is in contract, indemnity or tort (including negligence) or otherwise and however instituted and whether a defect arises before or during the warranty period. Upon the expiration of this Warranty, all such liability shall terminate. The Warranty is exclusive and in lieu of all other warranties whether written, oral, implied or statutory. **NO IMPLIED OR STATUTORY WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY.** Roxtec does not warrant any goods or services of others.
- 9.4. Roxtec's obligations for any Products as set forth in Section 9.1 above is subject to Roxtec being notified in writing by Customer without undue delay and no later than thirty (30) days after a defect is discovered or ought to have been discovered upon a careful inspection. Defective parts, which have been replaced by Roxtec, shall be Roxtec's property. Customer is obliged to carry out dismantling and re-installation of defective Products at its own risk and cost.
- 9.5. If Roxtec has not successfully remedied the defect within a reasonable time, Customer may, by written notice, fix a final time for completion of Roxtec's obligation. If Roxtec has not remedied the defect by such final time, Customer is entitled to terminate the purchase in respect of the defective Product.
- 9.6. The Warranty shall not cover, and Roxtec shall not be liable for defects that are caused by or related to improper use, storage, faulty maintenance, misuse, unusual external conditions, non-adherence to Roxtec's installation instructions or other incorrect installation, alterations or reparations of the Products carried out without Roxtec's prior written consent. Roxtec is not responsible or liable for any claims, causes of action of damages (actual or consequential) if the products are not used for their intended purpose, or in an application the Products are not made to work in. Roxtec shall not be liable under this Section 9 or otherwise if Customer has used or installed any parts in or in connection with the Products, which are not Roxtec's original parts. The Warranty shall not cover defects in design when the Products have been manufactured by Roxtec according to Customer's own designs or following Customer's instructions regarding the design of the Products.
- 9.7. Roxtec's Warranty and liability does not cover normal wear and tear.
- 9.8. Subject only to Section 10 below, this Section 9 outlines Roxtec's exclusive and total liability in respect of defective Products in relation to Customer and any third parties.

## 10. LIABILITY AND INSURANCE

- 10.1. Roxtec shall indemnify, defend and hold Customer harmless from claims proximately caused by a manufacturing defect of the Products which proximately cause actual damage to property or personal injury, but only to the extent that Roxtec has been guilty of gross negligence and provided that Customer immediately

has informed Roxtec of such claim being made to Customer and permitted Roxtec to conduct all negotiations and proceedings in relation thereto.

- 10.2. **CUSTOMER'S INDEMNITY OBLIGATION. CUSTOMER SHALL DEFEND, HOLD HARMLESS AND INDEMNIFY ROXTEC AND ITS AFFILIATES, AGENTS, AND INSURERS, FROM ANY CLAIMS, CAUSES OF ACTION, OR EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) FOR DAMAGES FOR PERSONAL INJURY OR DEATH TO ANYONE OR PHYSICAL DAMAGE TO ANY PROPERTY, TO THE EXTENT SUCH DAMAGES ARISE OUT OF OR ARE RELATED TO THE ACTS OF CUSTOMER (INCLUDING A SOLE, A CONCURRENT OR A JOINT CAUSE) OR THOSE OF CUSTOMERS OFFICERS, AGENTS OR EMPLOYEES, EVEN IF ROXTEC IS ALLEGED TO BE NEGLIGENT (OR WITHOUT REGARD TO THE ALLEGED NEGLIGENCE OF ROXTEC).**

- 10.3. Customer shall maintain general liability insurance with limits of not less than U.S. \$3,000,000.00 (three million) per occurrence for bodily injury and property damage liability combined. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Customer's limit of liability.

## 11. LIMITATION OF LIABILITY

- 11.1. In no event shall Roxtec be liable, under or in connection with the Agreement or the Products, to Customer or to third parties for any consequential damage or loss. For countries where the exclusion or limitation of liability for consequential or incidental damages is not permitted, Roxtec's liability shall be limited to the maximum extent permitted by applicable law.
- 11.2. Roxtec's maximum liability to Customer arising under or in connection with the Agreement or with any collateral contract, whether arising in or for breach of contract, tort (including negligence), breach of statutory duty, indemnity or otherwise, shall not exceed the total amount of the price paid by Customer for the Products as reflected on the Purchase Order.
- 11.3. CUSTOMER AGREES THAT ANY MODIFICATION BY CUSTOMER OR THIRD-PARTIES TO A ROXTEC PRODUCT VOIDS ALL WARRANTIES AND CUSTOMER HEREBY WAIVES, RELEASES, AND AGREES TO HOLD ROXTEC HARMLESS FROM ANY LOSS, DAMAGE OR LIABILITY (INCLUDING FOR REASONABLE ATTORNEY AND EXPERT FEES) RELATED TO ANY MODIFICATION.
- 11.4. NO LIABILITY FOR CONSEQUENTIAL LOSS OR DAMAGE. ROXTEC SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR ANY OTHER INDIRECT DAMAGES ARISING OUT OF THIS AGREEMENT OR OUT OF ANY BREACH THEREOF, OR FOR ANY DAMAGES (DIRECT OR INDIRECT) INCLUDING LOSS OF USE, LOST PROFITS OR REVENUE, INTEREST, LOST GOODWILL, LOSS OF PRODUCTION, INTERRUPTION OF OPERATIONS WORK STOPPAGE, IMPAIRMENT OF OTHER GOODS, LOSS BY REASON OF SHUTDOWN OR NONOPERATION, INCREASED EXPENSES OF OPERATION, COST OF PURCHASE OF REPLACEMENT POWER OR CLAIMS OF CUSTOMER OR CUSTOMERS OF CUSTOMER FOR SERVICE INTERRUPTION AND/OR ANY OTHER SIMILAR TYPES OF DAMAGES, WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED ON CONTRACT, INDEMNITY, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF ROXTEC IS ADVISED OF THE POSSIBILITY OF THE SAME IN ADVANCE.

CUSTOMER HEREBY WAIVES AND RELEASES ALL SUCH CLAIMS.

11.5. THE REMEDIES OF CUSTOMER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND, NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE TOTAL AGGREGATE LIABILITY OF ROXTEC WITH RESPECT TO ANY CLAIMS UNDER THIS AGREEMENT OR RELATED TO THE PRODUCTS, WHETHER BASED IN CONTRACT, INDEMNITY, TORT, STRICT LIABILITY, OR OTHERWISE, SHALL NOT EXCEED THE LESSER OF U.S. \$300,000.00 (THREE HUNDRED THOUSAND DOLLARS) OR THE PRICE PAID FOR THE PRODUCTS UPON WHICH ANY SUCH CLAIM IS BASED WHICHEVER IS LESS. THIS LIMITATION APPLIES TO ANY AND ALL COSTS, INCLUDING ATTORNEY AND EXPERT FEES.

11.6. The provisions of this Section 11 are a material condition precedent of Roxtec providing Products to Customer.

## 12. INTELLECTUAL PROPERTY RIGHTS

12.1. All intellectual property rights, drawings and know-how in or relating to the Products are and shall remain the property of Roxtec. The use of intellectual property rights belonging to Roxtec or any affiliates of the same by Customer shall not imply the transfer or assignment of any rights from such company to Customer. Customer acknowledges that Roxtec shall retain the full and exclusive ownership of all intellectual property rights that are designed by/or originate from Roxtec relating to changes, developments or improvements to the Products.

12.2. Customer shall promptly notify Roxtec of any modifications, improvements, enhancements, adaptations, inventions and discoveries related to the Products made by it or its employees or consultants during the term of these Terms ("Improvements").

12.3. All intellectual property rights, including but not limited to patent rights and copyright, in whole or in part accruing from or in any way relating to the Improvements, shall be or become the sole and exclusive property of Roxtec and Customer assigns and grants all rights to the same to Roxtec. In order to secure Roxtec's rights hereunder Customer agrees to undertake at all times all reasonable measures to ensure that any intellectual property rights relating to Improvements are vested in Customer and not in employees, agents, contractors or consultants.

## 13. CONFIDENTIALITY

13.1. Customer shall during the term of these Terms and a period of ten (10) years thereafter maintain in strict confidence and shall not, except when the fulfilment of its obligations under these Terms so requires, disclose, divulge or communicate to any person (other than as permitted or contemplated by these Terms or with the written approval of Roxtec or as may be required by law) nor use outside the scope of the Agreement any drawings (including but not limited to technical drawings created through any type of software owned by Roxtec), measures specifications or other information concerning the Products, customers, business, prices, finance, contractual arrangements or other dealings or transactions of Roxtec, or any other information which by its nature reasonably can be referred to as confidential, and which may come to Customer's knowledge.

13.2. Customer shall not make use of any confidential information of Roxtec (including as referred to above) for the purpose of manufacturing any mechanism or component being identical or essentially similar to the Products or any mechanism or component thereof, or for any other commercial or technical purpose.

13.3. The restrictions stated in this Article 13 shall not apply to the extent that Customer can show that (i) the information is publicly available through no fault of Customer; (ii) the information was in Customer's possession prior to the date of disclosure by Roxtec; or (iii) Customer is authorised to disclose the information by any subsequent written agreement between the parties hereto.

## 14. FORCE MAJEURE

14.1. In the event that Roxtec shall be wholly or partially unable to fulfil its obligations under these Terms or the Agreement (other than payment obligations) by reason of causes beyond Roxtec's control, including but not restricted to acts of God, acts, omissions, or regulations of any government or subdivision thereof, judicial action, fire, storm, accident, war, riot, epidemics, pandemic, labour disputes (whether or not Roxtec is a party to such dispute), strikes, general shortage of material, machine damage, delay in delivery by sub-contractor or transportation failure, then Roxtec's performance of its obligations, in so far as it is affected by such cause, shall be excused during the period of the continuance of such circumstances.

## 15. SEVERABILITY

16. If any provision of the Terms, or the application thereof to any person or circumstances, shall for any reason or to any extent, be invalid or unenforceable, such invalidity or unenforceability shall not in ANY manner affect or render invalid or unenforceable the remainder of these Terms. In the event of the invalidity or unenforceability of any provision of these Terms, the parties shall, at the request of either party, negotiate in good faith to agree on changes or amendments to these Terms which are required to carry out the intent and accomplish the purpose of these Terms in the light of such invalidity or unenforceability.

## 17. WAIVER

17.1. The failure of Roxtec to insist upon the strict adherence to any term of these Terms on any occasion shall not be considered as a waiver of Roxtec nor shall it deprive Roxtec of the right to insist upon the strict adherence to that term or any other term of these Terms at some other time.

## 18. MATERIAL BREACH

18.1. It is a material breach of these Terms and any Purchase Order if Customer (a) fails to make payment despite two written reminders and the due date is exceeded by thirty (30) calendar days or (b) engages in minor but repeated breach or violation of these Terms and such breach is not remedied within thirty (30) days from receiving a request for such remedial action from Roxtec. In the event of (a) or (b) Roxtec, in its sole discretion, may immediately terminate the Agreement or withhold, reallocate or cancel individual deliveries on current or future orders until payment has been made in full or the breach remedied by Customer. This provision is in addition to, and does not replace or supersede Roxtec's rights due to any breach (material or otherwise) at law or in equity, and is not the sole basis of a claim of a material breach.

## 19. GOVERNING LAW AND DISPUTE RESOLUTION

19.1. The construction, validity and performance of these Terms and all non-contractual obligations arising from or connected with these Terms shall be interpreted in accordance with the laws of the State of Texas of the USA, excluding its conflict of law's provisions (including the United Nations Convention on the

International Sale of Goods "UNCISG"). Headings are for convenience only and shall be given no force or effect.

- 19.2. The parties agree that any disputes arising out of these Terms (whether for breach of contract, tort, products liability, payments or otherwise) shall be resolved by binding arbitration pursuant to the Commercial Dispute Resolution Procedures of the American Arbitration Association ("AAA"). The language to be used in the arbitral proceedings shall be English. For any claims less than \$100,000 the matter shall be heard by one arbitrator appointed by the AAA in accordance with its rules. For any claim in excess of \$100,000, the matter shall be heard by a panel of three arbitrators appointed by the AAA in accordance with its rules. In rendering its decision the arbitrator or arbitration panel shall not expand or restrict any of the Party's respective rights or obligations beyond those as provided for in these Terms. In addition, the party prevailing at the arbitration shall be awarded that proportion of its reasonable costs and expense (including attorney fees) that it actually incurred in arbitrating the matter. Judgment upon the award may be entered in any court having jurisdiction. The parties shall cooperate in providing reasonable disclosure of relevant documents. The site of such arbitration shall be in Houston, Texas.
- 19.3. Consent to Jurisdiction. The Parties further agree to waive all challenges to jurisdiction (whether the challenge be to personal jurisdiction, subject matter jurisdiction, or any other jurisdictional challenge) and to submit to the jurisdiction of the state and federal courts sitting in Houston, Harris County, Texas, for purposes of enforcing these Terms.
- 19.4. Notwithstanding the Parties' agreement to arbitrate, Roxtec shall be entitled to seek injunctive relief and other interim measures in the state and federal courts sitting in Houston, Texas, to enforce its intellectual property rights or secure claims of any payments due for deliveries or other due debt related to the Work.

## 20. INTERPRETATION

- 20.1. The fact that Roxtec has proposed or drafted these Terms shall not work to Roxtec's disadvantage in case of any dispute. Customer is recommended to seek legal advice as to the content and interpretation of these Terms before entering into an Agreement or making any purchase with Roxtec.

## 21. DIGITAL SOLUTIONS

- 21.1. Roxtec may offer digital tools to help users save time, increase quality and optimize safety to its sealing solutions. These tools may consist of online or stand-alone software for designers; construction quality assurance software; management tools to register and control cable and pipe transit seal systems; etc. (the software, all associated features and functionalities, accessed through websites or other user interfaces, such as mobile applications, shall be hereinafter jointly defined as the "Digital Solutions").
- 21.2. Customer acknowledges that the Digital Solutions are owned and provided by the Swedish company Roxtec International AB, which is the sole responsible for the maintenance and management of the Digital Solutions as well as, directly or through sub-suppliers, the supplier of all services related to the Digital Solutions. Customer also acknowledges that all the intellectual property rights contained in the Digital Solutions belong to Roxtec International AB.
- 21.3. Customer understands and acknowledges that Roxtec may offer the Digital Solutions through local subsidiaries in different markets and that, in addition to Roxtec, such subsidiaries or representatives shall be entitled to invoice and collect payments for the sale and use of the Digital Solutions by the Customer. Roxtec may bring any claims or causes of action it deems

necessary to collect or to recover any payments due related to the purchase of Digital Solutions by Customer.

- 21.4. Except as stated herein, no Digital Solutions, nor any part of any Digital Solutions, may be reproduced, duplicated, mirrored, modified, displayed, distributed, copied, sold, resold, visited, or otherwise exploited for any purpose without express prior written consent of Roxtec.
- 21.5. Customer agrees not to use Digital Solutions in a manner that violates any applicable law or regulation; to stalk, harass, or harm another individual; to impersonate any person or entity or otherwise misrepresent an affiliation with a person or entity; to interfere with or disrupt servers or networks connected to the Digital Solutions; use any data mining, robots, or similar data scraping or extraction methods; frame or utilize framing techniques to enclose any trademark, logo, proprietary, or other information (including datasheets, images, text, page layout, or form); and attempt to gain unauthorized access to any portion of or any other accounts, computer systems, or networks connected to the Digital Solutions or Roxtec, whether through hacking, password mining, or any other means.
- 21.6. Roxtec reserves the right, in its sole discretion, to terminate, suspend, or modify any registration with, or access to, all or any part of the Digital Services, without notice, at any time and for any reason.

## 22. DATA PROTECTION AND PRIVACY

- 22.1. In the event the Parties receive any data or personal data as defined by any domestic or foreign governmental or inter-governmental authority including but not limited to the United States, each individual state in the United States, the Federal Trade Commission, or according to the regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing the directive 95/46/EC ("**General Data Protection Regulation**", GDPR) (hereinafter collectively "**Personal Data**"), each Party warrants to comply with the applicable data protection law(s), regulations, treaties or directives (collectively the "**Privacy Regulations**"). Each Party is aware of the fact that any content or information received by a Party could be considered Personal Data and warrants that any of these Personal Data have been and will be collected, processed and used in accordance with the applicable privacy policies and requirements of the Privacy Regulations.
- 22.2. Each Party acknowledges its obligations to control access to Private Data and each Party agrees to adhere to and comply with the laws and regulations with respect to any Private Data received under this Agreement.

## 23. COMPLIANCE WITH EXPORT CONTROLS

- 23.1. Exports, re-exports, and transfers of Products or Digital Solutions are subject to export controls and sanctions, including, but not limited to, those administered by governmental or inter-governmental authority including but not limited to the Commerce Department's Bureau of Industry and Security ("BIS") under its Export Administration Regulations ("EAR") (15 Code of Federal Regulations Parts 730-774), the Treasury Department's Office of Foreign Assets Controls ("OFAC") under its Foreign Assets Control Regulations (31 Code of Federal Regulations Part 500), and also to other applicable export control laws and regulations of non-U.S. government agencies such as the United Nations (UN), the European Union (EU) and its member states (collectively, "**Export Controls**").
- 23.2. Customer acknowledges and agrees that it will comply, and will ensure that its employees, agents, affiliates and subsidiaries (as



- applicable) comply, with Export Controls as they relate to Roxtec Products and Digital Solutions.
- 23.3. Customer acknowledges and agrees that Products and Digital Solutions may not be sold, exported, re-exported, transferred, or resold to a person or entity barred by Export Controls (collectively, "**Denied Persons**") from participating in import or export activities. Denied Persons include, but are not limited to, those individuals or entities listed governmental or inter-governmental lists including but no limited to on the Commerce Department's Denied Persons List, the Commerce Department's Entity List, the Directorate of Defense Trade Controls' List of Statutorily Debarred Parties, and the Treasury Department's List of Specially Designated Nationals.
- 23.4. Unless prior authorization is obtained from BIS, OFAC, or any other responsible government or inter-government agency, neither Customer nor its employees, agents, affiliates and subsidiaries shall (i) sell, export, re-export, transfer, resell or release, directly or indirectly, any Product or Digital Solutions to any Denied Person or U.S. embargoed, sanctioned, or restricted destinations as defined in EAR Supplement No. 1 to Part 740, Country Group E, or to any entities or enterprises listed in EAR Supplement No. 4 to Part 744; or (ii) export, re-export, transfer, release, purchase, or resell any items or services for a military end-use or to a military end-user in a country listed in EAR Supplement No. 1 to Part 740, Country Group D1. "Military end-use" means incorporation into a military item described on the U.S. Munitions List ("USML") (22 Code of Federal Regulations Part 121, International Traffic in Arms Regulations) or the International Munitions List ("**IML**") (as set out on the Wassenaar Arrangement website at [www.wassenaar.org](http://www.wassenaar.org)); or commodities classified under Export Control Classification Numbers ("**ECCNs**") ending in "A018" or under "600 series" ECCNs. "**Military end-user**" means the national armed services (e.g., army, navy, marine, air force, or coast guard), as well as the national guard and national police, government intelligence or reconnaissance organizations, or any person or entity whose actions or functions are intended to support a military end-use.
- 23.5. Customer acknowledges and agrees that Products and Digital Solutions may not be exported, re-exported, transferred, or resold, directly or indirectly, for the design, development, fabrication, or use of nuclear, chemical, or biological weapons or missile technology.
- 23.6. Lists of restricted destinations, entities or Denied Persons are subject to change. Customer is responsible for knowing the same and shall not, directly or indirectly, sell or otherwise transfer the Products or Digital Solutions to any Denied Persons.
- 23.7. Customer acknowledges its obligations to control access to Products and Digital Solutions and agrees to adhere to and comply with the laws and regulations with respect to securing the same from any Denied Persons.
- 23.8. Customer represents and guarantees that neither itself nor any person or entity owning or controlling Customer, or any person in management position or employed by Customer is a Denied Person.
- 23.9. Customer shall promptly inform Roxtec of any violation of the Section 32 or that Customer, or any of its direct or indirect owners, or any of its directors, officers or employees, becomes a Denied Person.
- 23.10. Roxtec has the right to unilaterally terminate this Agreement or any Purchase Order, with an immediate effect, upon any notice of any violation of this Section 23 or of Export Controls.
- 23.11. Roxtec shall not be liable to Customer for any losses resulting from the unilateral termination of this Agreement or a Purchase Order by Roxtec under Section 23.
- 23.12. The non-compliance of Customer of a provision of this Section 23 shall constitute a material breach of the Agreement.
- 23.13. **CUSTOMER SHALL FULLY INDEMNIFY, COMPENSATE AND HOLD HARMLESS ROXTEC AGAINST ANY AND ALL CLAIMS, PROCEEDINGS, ACTIONS, FINES, LOSSES, COSTS AND DAMAGES ARISING OUT OF, OR RELATING TO ANY NON-COMPLIANCE WITH THIS SECTION 23. THE FOREGOING SHALL COVER ANY LIABILITY AS WELL AS ANY COSTS AND EXPENSES INCLUDING ATTORNEY'S FEES AND EXPERT'S FEES ARISING OUT OF SUCH CLAIMS AND INCLUDING ALL SUCH COSTS INCURRED IN THE DEFENCE AND SETTLEMENT OF SUCH CLAIMS.**
- 24. MISCELLANEOUS**
- 24.1. Any waiver by Roxtec of a breach of any sections of the Terms shall not be considered as a waiver of any subsequent breach of the same or any other section of the Terms.
- 24.2. If any Sections of the Terms is held to be invalid or unenforceable, in whole or in part, the validity of the other sections of these Terms and the remainder of the section in question shall not be affected thereby.
- 24.3. No alteration or amendment to these Terms shall be valid unless such alteration or amendment is reduced to writing and signed by the duly authorized representatives by both Parties.
- 24.4. It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this agreement or provided by law.
- 24.5. Any notice required or permitted under this Agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address as shown on the Purchase Order.
- 24.6. **THE PROVISIONS OF SECTION 10, 11, 12, 21, 22, and 23 SHALL SURVIVE AND BE UNAFFECTED BY ANY COMPLETION, TERMINATION OR CANCELLATION OF THIS AGREEMENT OR ANY PART THEREOF AND SHALL APPLY NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY OTHER CONTRACT OR AGREEMENT BETWEEN THE PARTIES.**

**END OF TERMS**