



EXTREL CMS  
GENERAL TERMS AND CONDITIONS OF SALE

1. General. The terms and conditions contained herein, in the Order Form, and in the Proposal (which Proposal will control over any conflicting terms), constitute the complete, exclusive, and fully integrated agreement (this "Sales Agreement") between the parties with respect to the order and supersede all prior or contemporaneous communications, agreements and understandings regarding the order. These terms and conditions may not be changed or superseded by any different or additional terms and conditions proposed by Purchaser, to which terms and conditions Extrel hereby objects. Terms and conditions contained in any purchase order or other ordering document submitted by Purchaser, if any, whether prior or subsequent to the execution of this Sales Agreement, will not constitute part of the agreement between the parties and shall not be deemed to modify, add to, or supersede the terms and conditions of this Sales Agreement. Extrel's failure to object to any provision contained in any purchase order or any other form or document from Purchaser will not be construed as a waiver of these terms and conditions nor an acceptance of any such provision. The term "Equipment" as used herein means all of the equipment, parts, accessories sold, and all software and software documentation, if any, licensed to Purchaser by Extrel ("Software") under the order. The term "Services" as used herein means all labor, supervisory, technical and engineering, installation, repair, consulting, training or other services provided by Extrel under the order.

2. Prices and Language.

(a) Unless otherwise specified in writing, the Proposal expires at 5:00 p.m. United States Eastern Time, thirty (30) calendar days from the date thereof.

(b) Unless otherwise stated herein, Service prices are based on Extrel normal business hours (8 a.m. to 5 p.m. Eastern Time, Monday through Friday, excluding Extrel-recognized holidays). Overtime and Saturday hours will be billed at one and one-half (1 1/2) times the hourly rate; Sunday hours will be billed at two (2) times the hourly rate; and holiday hours will be billed at three (3) times the hourly rate. If a Service rate sheet is attached hereto, the applicable Service rates will be those set forth in the rate sheet.

(c) Unless clearly indicated in the Proposal, the prices quoted in the Proposal do not include any charges for applicable taxes, governmental charges, duties, importation or exportation fees or similar additions or deductions of any kind ("Charges"), and will be paid by Purchaser to Extrel without deduction of Charges. Any and all such Charges relating to the Equipment and Services purchased herein (other than United States Federal or state income taxes assessed on the income of Extrel or Extrel's state franchise taxes), which Charges will include, without limitation, all federal, state, local, governmental, republic, or provincial sales (including harmonized sales), use, goods and services, excise and withholding taxes, will be added to the prices quoted and will be payable by Purchaser unless Purchaser provides Extrel with a valid and applicable certificate of tax exemption with respect to such taxes within the time frame permitted under applicable law for Extrel to be able to rely on Purchaser's claimed exemption in good faith. In the event by operation of law or otherwise, such Charges are required to be deducted from any amounts paid by Purchaser to Extrel hereunder, the amounts due hereunder will be increased to such amounts as may be necessary to yield Extrel the amount it would otherwise have received had such payments been made without any such Charges. In the event the Proposal does indicate that the price includes any Charges, they are at the rates in effect on the date of Extrel's Proposal. Any change after that date in such rates will increase the price by Extrel's additional cost.

(d) Extrel completes all transactions and provides all documents in the English language. Any translation requested by Purchaser is at the cost and responsibility of Purchaser.

3. Payment.

(a) Unless specified to the contrary in writing by Extrel, United States domestic payment terms are net cash, payable without offset, in United States Dollars, thirty (30) calendar days from date of issuance of invoice, by wire transfer to the account designated by Extrel. Payment time is of the essence. Payment made via credit card will be charged prior to shipment.

(b) Unless specified to the contrary in writing by Extrel, payment terms for orders outside the United States are by: (i) payment received in advance of shipment in United States Dollars; or (ii) irrevocable letter of credit, payable without offset in United States Dollars, at sight and issued by a United States bank or other financial institution in a form acceptable to Extrel.

(c) If, in the judgment of Extrel, the financial condition of Purchaser at any time prior to delivery does not justify the terms of payment specified, Extrel may require payment in advance of shipment, require payment of security satisfactory to Extrel, or may terminate the order, whereupon Extrel will be entitled to receive reasonable cancellation charges. If delivery is delayed by Purchaser, payment will be due on the date Extrel is prepared to make delivery. Delays in delivery or nonconformities in any installments delivered will not relieve Purchaser of its obligation to accept and pay for remaining installments.

(d) If Purchaser fails to pay any amount when due as required hereunder, Purchaser will pay, in addition to the overdue payment, a late charge equal to the lesser of 1 1/2% per month or any part thereof or the highest applicable rate allowed by law on all such overdue amounts.

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(e) Extrel reserves the right to immediately withhold Equipment or Services under this Sales Agreement if any amounts due to Extrel from Purchaser (or its affiliates or subsidiaries) are past due or if Purchaser (or its affiliates or subsidiaries) are in breach of any other agreement with Extrel. Extrel has the right to terminate this Sales Agreement immediately in the event Purchaser fails to cure any such payment default or agreement breach within three (3) days of notice from Extrel. Extrel has the right to set-off or off-set any amounts due from Extrel to Purchaser against any such past due amounts or other amounts due from Purchaser under this Sales Agreement.

(f) If Purchaser fails to pay any amount when due to Extrel, or if there is the entry of decree or order for relief by a court having jurisdiction in respect of Purchaser in an involuntary case under Federal or state bankruptcy (or similar) laws, or if Extrel deems itself insecure, in addition to any other legal rights, Extrel will have the right to exercise any one or more of the following remedies: (i) to suspend performance; (ii) to declare all amounts hereunder immediately due and payable together with all Extrel's charges, attorneys' fees and other costs without notice to Purchaser and to sue for and to recover that amount; or (iii) to take possession of any or all Equipment delivered hereunder without demand or notice wherever same may be located without any court order or process of law. Upon retaking possession of any or all such Equipment, Extrel at its option may sell said Equipment or any part thereof to the highest bidder at public auction or private sale, and Purchaser agrees that ten (10) calendar days' notice to Purchaser of any public or private sale constitutes reasonable notice. Notice is deemed given on date of mailing. In the event Extrel sells such Equipment, then Extrel will credit the value received from sale, less expenses incurred in connection with such disposition, to the unpaid balance of amounts due and to become due hereunder. Purchaser hereby waives any and all damages occasioned by such taking of possession. Any such taking of possession will not relieve Purchaser of its obligations hereunder unless Extrel expressly so notifies Purchaser in writing. If any proceedings are instituted by Extrel to recover any monies due and/or for the possession of the Equipment, Purchaser will pay Extrel's reasonable attorney fees, repossession expenses and other related expenses.

#### 4. Changes.

(a) Any changes requested by Purchaser affecting the ordered Equipment or Services must be accepted by Extrel and resulting adjustments to affected provisions, including, but not limited to, price, schedule, and guarantees, must be mutually agreed upon in writing prior to implementation of the change.

(b) Extrel may, at its expense, make such changes in the Equipment or Services as it deems necessary, in its sole discretion, to conform the Equipment or Services to the applicable specifications. If Purchaser objects to any such changes, Extrel will be relieved of its obligation to conform to the applicable specifications to the extent that conformance may be affected by such objection.

#### 5. Delivery.

(a) All Equipment is delivered FCA Extrel's premises, 575 Epsilon Drive, Suite 2, Pittsburgh, PA 15238 USA, Incoterms® 2010. Unless otherwise agreed by Extrel, Extrel will contract for carriage at Purchaser's risk and expense, shipping costs shall be prepaid by Extrel and such costs added to Purchaser's invoice.

(b) If the scheduled delivery of Equipment is delayed by Purchaser or by Force Majeure, Extrel may move the Equipment to storage for the account of and at the risk of Purchaser whereupon it shall be deemed to be delivered.

(c) Shipping and delivery dates are contingent upon timely receipt of necessary Purchaser-supplied information, Purchaser's timely approvals and delivery by Purchaser of any items or documentation required for Extrel's performance hereunder. Acknowledged ship dates are based on current and expected manufacturing capabilities and are approximate. Unless specifically agreed upon in writing by Extrel, Extrel may ship Equipment when completed prior to Purchaser's requested delivery date at the option of Extrel.

(d) Claims for shortages or other errors in delivery must be made in writing to Extrel within ten (10) calendar days of delivery. Equipment may not be returned except with the prior written consent of and in compliance with return terms specified by Extrel. Claims for damage during delivery will be made directly by Purchaser with the common carrier.

6. Title & Risk of Loss. Except with respect to Software (for which title does not pass, use being licensed), title to Equipment will remain in Extrel until fully paid for. Notwithstanding the foregoing and any agreement with respect to delivery terms or payment of transportation charges, risk of loss or damage will pass to Purchaser upon Extrel's tender into possession of a carrier for delivery to Purchaser.

#### 7. Inspection, Testing, and Acceptance.

(a) Any inspection by Purchaser of Equipment on Extrel's premises will be scheduled in advance to be performed during normal working hours.

(b) If the order provides for factory acceptance testing ("FAT"), Extrel will notify Purchaser when Extrel will conduct such FAT prior to shipment. Unless Purchaser states specific objections in writing within ten (10) calendar days after completion of FAT, completion of the FAT constitutes Purchaser's factory acceptance of the Equipment and its authorization for shipment.

(c) If the order provides for site acceptance testing ("SAT"), testing will be performed by Extrel authorized representatives at Purchaser's site to verify that the Equipment has arrived at site complete, without physical damage, and in good operating condition. Completion of



SAT constitutes full and final acceptance of the Equipment. If, through no fault of Extrel, SAT is not completed within thirty (30) calendar days after arrival of the Equipment at the site, the SAT shall be deemed completed and the Equipment shall be deemed accepted.

#### 8. Warranties and Remedies.

(a) Equipment and Services Warranty. Extrel warrants that Equipment (excluding Software, which is warranted as specified in paragraph (d) below) shall be delivered substantially free of defects in material and workmanship and that Services shall be substantially free of defects in workmanship. The Warranty Remedy Period for Equipment (excluding Software, spare parts, and refurbished or repaired parts) shall end twelve (12) months after installation or eighteen (18) months after date of shipment, whichever first occurs. The Warranty Remedy Period for new spare parts or refurbished or repaired parts shall end ninety (90) calendar days after date of shipment. The Warranty Remedy Period for Services shall end ninety (90) calendar days after the date of completion of Services.

(b) Equipment and Services Remedy. If a nonconformity to the foregoing warranty is discovered in the Equipment or Services during the applicable Warranty Remedy Period, as specified above, under normal and proper use and provided the Equipment has been properly stored, installed, operated, and maintained, and written notice containing a description of the nonconformity is provided to Extrel promptly after such discovery and within the applicable Warranty Remedy Period, Extrel shall, at its option, either: (i) repair or replace the nonconforming portion of the Equipment or re-perform the nonconforming Services; or (ii) refund the portion of the price applicable to the nonconforming portion of Equipment or Services. If any portion of the Equipment or Services so repaired, replaced or re-performed fails to conform to the foregoing warranty, and written notice of such nonconformity is provided to Extrel promptly after discovery and within the original Warranty Remedy Period applicable to such Equipment or Services or thirty (30) calendar days from completion of such repair, replacement or re-performance, whichever is later, Extrel will repair or replace such nonconforming Equipment or re-perform the nonconforming Services. The original Warranty Remedy Period will not otherwise be extended.

(c) Exceptions. Extrel will not be responsible for providing working access to the nonconforming Equipment, including, but not limited to, disassembly and re-assembly of non-Extrel supplied equipment, or for providing transportation to or from any repair facility, all of which will be at Purchaser's risk and expense. Extrel will have no obligation hereunder with respect to any Equipment which, upon inspection by Extrel, shows evidence of damage as a result of: (i) improper installation, operation, maintenance, storage, repair or alteration by a party other than Extrel; (ii) misuse, negligence or accident; (iii) use in a manner contrary to Extrel's instructions; (iv) materials provided by or a design specified by Purchaser; or (v) ordinary wear and tear. Equipment supplied by Extrel but manufactured by others is warranted only to the extent of the manufacturer's warranty, and the remedies, if any, provided by the manufacturer relating thereto are Purchaser's sole and exclusive remedies for such Equipment.

(d) Software Warranty and Remedies. Extrel warrants that, except as set forth below, the Software will, when properly installed and used, substantially perform in accordance with Extrel's published specifications at normal workload volumes. If a nonconformity to the foregoing warranty is discovered during the period ending one (1) year after the date of shipment and written notice containing a description of the nonconformity is provided to Extrel promptly after such discovery and within that period, Extrel will, at its option, either: (i) modify or make available to Purchaser instructions for modifying the Software; or (ii) make available at Extrel's facility necessary corrected or replacement Software. If neither (i) nor (ii) is commercially feasible for Extrel, Extrel will refund the portion of the price applicable to the non-conforming Software. Extrel will have no obligation with respect to any nonconformities resulting from unauthorized modification of the Software or Purchaser-supplied software or interfacing. Extrel does not warrant that the functions contained in the Software will operate in combinations which may be selected for use by Purchaser, or that the Software is free from errors.

(e) THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL OR IMPLIED, AND EXTREL HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. THE REMEDIES STATED HEREIN CONSTITUTE PURCHASER'S EXCLUSIVE REMEDIES AND EXTREL'S ENTIRE LIABILITY FOR ANY BREACH OF WARRANTY.

#### 9. Intellectual Property Defense and Indemnity.

(a) Extrel shall defend at its own expense any claim against Purchaser alleging that the Equipment directly infringes a valid United States patent or copyright (an "IP Claim") and to pay all damages and costs arising out of any such IP Claim, provided that Purchaser has given Extrel prompt written notice of such IP Claim, all necessary cooperation and assistance in the defense thereof and the right to control all aspects of the defense thereof including, but not limited to, the right to settle or otherwise compromise the IP Claim on behalf of Purchaser.

(b) Extrel shall have no obligation hereunder and this provision will not apply to: (i) any other equipment or processes, including, but not limited to, Equipment which has been modified or combined with other equipment not supplied by Extrel; (ii) any Equipment supplied according to a design, other than an Extrel design, provided or required by Purchaser; (iii) any products manufactured by the Equipment; (iv) use of the Equipment in violation of this Sales Agreement or applicable law; or (v) any claim settled or otherwise compromised without the prior written consent of Extrel.



(c) If the Equipment becomes, or in the opinion of Extrel is likely to become, the subject of an IP Claim, Extrel may, at its option and its own expense: (i) procure for Purchaser the right to continue using said Equipment; (ii) modify or replace the Equipment with non-infringing equipment; or, (iii) remove the Equipment and refund the portion of the price allocable to such Equipment.

(d) If Purchaser fails to permit Extrel to take any of the above-stated actions, Extrel's obligation(s) under this Article shall immediately terminate and Purchaser shall have no recourse against Extrel for breach of any of the provisions contained in this Article. THE FOREGOING PARAGRAPHS STATE THE ENTIRE LIABILITY OF EXTREL FOR ANY INTELLECTUAL PROPERTY INFRINGEMENT.

(e) To the extent that said Equipment or any part thereof is modified by Purchaser, or combined or incorporated by Purchaser with equipment or processes not furnished hereunder (except to the extent that Extrel is a contributory infringer) or said Equipment or any part thereof is used by Purchaser to perform a process not furnished hereunder by Extrel or to produce an article, and by reason of said modification, combination, incorporation, performance or production, an action is brought against Extrel, Purchaser shall defend and indemnify Extrel in the same manner and to the same extent that Extrel would be obligated to indemnify Purchaser under this Article.

#### 10. Limitation of Liability.

(a) NOTWITHSTANDING ANYTHING IN THIS SALES AGREEMENT TO THE CONTRARY, (I) IN NO EVENT SHALL EXTREL, ITS SUPPLIERS OR SUBCONTRACTORS BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS SALES AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF, INCLUDING THE PERFORMANCE OR NON-PERFORMANCE OF THE EQUIPMENT OR SERVICES, WHETHER BASED IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF THE EQUIPMENT OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COSTS OR DELAYS, OR CLAIMS OF CUSTOMERS OF PURCHASER OR OTHER THIRD PARTIES FOR ANY DAMAGES, AND (II) EXTREL'S MAXIMUM LIABILITY FOR ANY REASON WHATSOEVER, WHETHER BASED IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR RELATING TO THIS SALES AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF, INCLUDING THE DESIGN, MANUFACTURE, SALE, DELIVERY, RESALE, REPAIR, REPLACEMENT, INSTALLATION, TECHNICAL DIRECTION OF INSTALLATION, INSPECTION, OPERATION OR USE OF ANY EQUIPMENT COVERED BY OR FURNISHED UNDER THIS SALES AGREEMENT, OR FROM ANY SERVICES RENDERED IN CONNECTION THEREWITH, SHALL IN NO CASE EXCEED THE PURCHASE PRICE ALLOCABLE TO THE EQUIPMENT OR PART THEREOF OR SERVICES WHICH GIVES RISE TO THE RELATED CLAIM.

(b) The parties intend the exclusion of consequential damages as an independent agreement, regardless of any failure of the essential purpose of Purchaser's sole and exclusive remedy.

(c) All claims against Extrel arising out of or relating to this Sales Agreement or the performance or breach thereof will expire unless brought within one year of the time of accrual thereof.

(d) In the event that Purchaser resells any of the Equipment or Services, the terms of this Sales Agreement limit Extrel's liability to the buyer to the same extent that Extrel's liability to Purchaser is limited in this Agreement.

(e) In no event, regardless of cause, will Extrel be subject to insurance requirements or indemnification, waiver and/or release agreements of Purchaser, or third-party safety auditing such as ISNetwork or PICS, and Extrel shall not be liable for penalties or penalty clauses of any description or for indemnification of Purchaser or others for costs, damages, or expenses arising out of or related to the Equipment and/or Services.

#### 11. Laws and Regulations.

(a) Compliance with any and all applicable national, state, federal, foreign, provincial, local and any other governmental authority laws, ordinances, treaties, rules, and regulations ("Laws") relating to the operation or use of the Equipment or Software and obtaining any permits, licenses or approvals from any governmental authority required in connection with the supply, erection or operation of the Equipment is the sole responsibility of Purchaser. Extrel does not assume any responsibility for compliance with Laws, except as expressly set forth herein.

(b) Any and all matters of dispute between the parties to this Sales Agreement, whether arising from this Sales Agreement itself, the Equipment or Services provided in connection with this Sales Agreement, or arising from alleged extracontractual facts prior to, during, or subsequent to this Sales Agreement, including, without limitation, fraud, misrepresentation, negligence, or any other alleged tort or violation of the contract ("Dispute"), shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Pennsylvania, including, without limitation, the Pennsylvania statute of limitations, but excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and excluding Pennsylvania law with respect to conflicts of law, regardless of the legal theory upon which such matter is asserted. Any Dispute shall only be filed in a federal or state court located in Pittsburgh, Pennsylvania, to the exclusion of all other courts. PURCHASER WAIVES ANY AND ALL DEFENSES BASED ON VENUE OR





PERSONAL JURISDICTION AND THE RIGHT TO TRIAL BY JURY. The parties hereby agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Sales Agreement.

12. Software License.

(a) With respect to any Software provided by Extrel to Purchaser, Extrel grants Purchaser a limited, non-exclusive, non-assignable, non-sublicensable, non-transferrable license to use such Software solely in conjunction with equipment specified by Extrel. Purchaser may make a single copy of the Software solely for backup or archival purposes. Except as otherwise expressly permitted by this Sales Agreement, Purchaser may not: (i) copy, disclose, decompile, disassemble, modify, reverse engineer, or otherwise attempt to derive the source code for the Software, except the extent that applicable Laws specifically prohibit such restriction; (ii) modify or create derivative works from the Software, or any part thereof; (iii) redistribute, encumber, sell, rent, lease, sublicense or otherwise transfer any rights to the Software; (iv) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Software; or (v) permit, assist, or encourage any third party to do any of the foregoing. Purchaser's right and license to use the Software shall terminate immediately when the specified equipment is no longer used by Purchaser or upon breach of this Sales Agreement by Purchaser.

(b) Nothing in this Sales Agreement shall be deemed to convey to Purchaser any title to or ownership in the Software or the intellectual property contained therein in whole or in part, nor to designate the Software a "work made for hire" under the Copyright Act, nor to confer upon any person who is not a named party to this Sales Agreement any right or remedy under or by reason of this Sales Agreement. In the event of termination of this license, Purchaser shall immediately cease using the Software and, without retaining any copies, notes or excerpts thereof, return to Extrel the Software and all copies thereof and shall remove all machine readable Software from all of Purchaser's storage media.

(c) Any Software which is licensed hereunder for or on behalf of the United States of America, its agencies and/or instrumentalities ("U.S. Government"), is provided with Restricted Rights (as defined in the FAR and/or DFARS as applicable) and may not be used, reproduced, or disclosed by the U.S. Government except as provided therein or as otherwise set forth under this Sales Agreement.

(d) Purchaser agrees that any enhancements, bug fixes, modifications, functional changes or upgrades hereinafter made to the Software or by Extrel and provided to Purchaser hereunder or otherwise will be deemed to be part of the Software and use thereof by Purchaser will be governed by this Sales Agreement.

13. Inventions and Information; Non-Solicitation. Unless otherwise agreed in writing by Extrel, all right, title, and interest in any inventions, developments, trade secrets, confidential or proprietary information, improvements or modifications of or for Equipment and Services shall remain with and be exclusively owned by Extrel. Any design, manufacturing drawings or other information provided to Purchaser shall remain the exclusive property of Extrel. Purchaser shall not, without Extrel's prior written consent, copy or disclose such information, in whole or in part, to any third party. Such information shall be used solely for the operation or maintenance of the Equipment and not for any other purpose. Purchaser agrees that during the term of this Sales Agreement and for 12 months thereafter, Purchaser will not, directly or indirectly, on its own behalf or in conjunction with any other person or entity, recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee or contractor of Extrel to terminate his or her relationship with Extrel.

14. Risks. Extrel shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control (whether or not these causes are foreseeable or not) including, but not limited to, acts of terrorism or war (declared or undeclared), acts of God, fire, strike, labor difficulties, acts or omissions of any governmental authority or of Purchaser, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors. In the event of delay due to any such cause, Extrel shall incur no liability whatsoever for the delay, and Extrel shall have the option, at its sole discretion, of extending the date of delivery by period equal to the delay plus a reasonable time to resume production or to cancel this Sales Agreement without liability. In the event that Extrel determines, in its sole discretion, that a location for Services presents a safety or security risk, Extrel may elect, in its sole discretion, without liability, to cancel, modify, or provide substitute Services at any time.

15. Cancellation. Any order may be cancelled by Purchaser prior to shipment only upon prior written notice and payment of Extrel's termination charges, including, but not limited to, all costs identified to the order incurred prior to the effective date of notice of termination (including, but not limited to, materials, labor, and Extrel overhead allocations) and all expenses incurred by Extrel attributable to the termination, plus a fixed sum of ten percent (10%) of the final total price to compensate for disruption in scheduling, planned production and other indirect costs (the "Cancellation Fee"). Subject to the Cancellation Fee, in the event that ordered Services are not completed within eighteen (18) months of order acceptance, Extrel may, at its sole option, cancel such Services and refund prepaid monies, if any, for such Services; provided that training Services are not refundable.



16. Spare Parts Returns. In the event that Purchaser desires to return spare parts for credit, approval for such return must be obtained in advance from Extrel and completed within ten (10) days of original shipment in compliance with return terms specified by Extrel. Unopened spare parts (in original packaging) returned for credit are subject to a 10% restocking fee. Opened spare parts returned for credit are subject to an evaluation and testing minimum fee equal to two (2) hours in-house labor, plus repair costs if required (per Extrel list), plus a 10% restocking fee.

17. Termination. No termination of this Sales Agreement by Purchaser due to Extrel's breach will be effective unless, within fifteen (15) business days after receipt by Extrel of Purchaser's written notice specifying such breach, Extrel shall have failed to initiate and pursue with due diligence correction of such specified breach.

18. Export Control.

(a) Purchaser represents and warrants that the Equipment and Services provided hereunder and the "direct product" thereof are intended for civil use only and will not be used, directly or indirectly, for: (i) production of chemical or biological weapons or of precursor chemicals for such weapons; (ii) any direct or indirect nuclear end use; or (iii) any other use prohibited by law, including, but not limited to, regulations of the United States Department of Commerce and other governmental authorities concerning the export or re-export of U.S. origin goods or services, and the products thereof. Purchaser agrees not to disclose, use, export or re-export, directly or indirectly, any goods or services, software, technical data or other information provided by Extrel, or the "direct product" thereof as defined in the Export Control Regulations of the United States Department of Commerce, except in compliance with applicable Laws, including, but not limited to, the Export Control Regulations.

(b) Where applicable, Extrel shall file for a U.S. export license or other U.S. export-related authorization, but only after appropriate documentation for the license or other authorization has been provided by Purchaser. Purchaser shall furnish such documentation within a reasonable time after order acceptance. Any delay in obtaining such license or other authorization will suspend performance of this Sales Agreement by Extrel. If an export license or other authorization is not granted or, if once granted, is thereafter revoked or modified by the appropriate authorities, this Sales Agreement may be canceled by Extrel without liability for damages of any kind resulting from such cancellation. At Extrel's request, Purchaser will provide to Extrel a Letter of Assurance, End-User Statement and/or all such other documents reasonably requested by Extrel in form(s) reasonably satisfactory to Extrel to comply with applicable Laws.

19. Assignment. Purchaser may neither assign nor delegate its rights and duties under this Sales Agreement. Purchaser hereby surrenders its power to assign rights or delegate duties under this Sales Agreement and any attempt at such assignment or delegation, in whole or in part, shall be void without the prior written consent of Extrel. This Sales Agreement may be performed, and all rights hereunder may be enforced against Purchaser, by Extrel or by any subsidiary or affiliate of Extrel. This Sales Agreement may also be assigned by Extrel to any subsidiary, affiliate, related company, or successor in interest without Purchaser's consent.

20. Nuclear Insurance – Indemnity. For applications in nuclear projects, Purchaser and/or its end user customer shall have complete insurance protection against liability and property damage resulting from a nuclear incident to and shall indemnify Extrel, its subcontractors and suppliers against all claims or other liabilities (including attorneys' fees) resulting from any nuclear incident.

21. Resale Provisions. In the event that Purchaser resells the Equipment and/or Services in any manner (referred to herein as "Reseller"), the following additional provisions shall also apply.

(a) Reseller shall, at its sole expense, comply with all Laws with respect to the resale of the Equipment and/or Services and the performance of its responsibilities hereunder.

(b) Without limiting the generality of the foregoing, Reseller and its employees, contractors, agents and representatives shall not, directly or indirectly, divert or pay any amounts or other consideration to any person (including any government official) or entity (including any governmental body) relating to or in connection with solicitation of business, contracts, or orders for and/or the sale of Equipment and/or Services to Reseller's customers in a manner which may constitute an unlawful or improper bribe, kickback, or illegal or improper payment under any applicable Law.

(c) Reseller shall maintain liability insurance at Reseller's expense covering Reseller's acts and operations, including products-completed operations exposure, with bodily injury limits of at least \$300,000 per person, \$1,000,000 per occurrence and \$1,000,000 aggregate and property damage limits of \$300,000 per occurrence and \$500,000 aggregate. Prior to commencing resale activities, Reseller shall provide to Extrel an insurance certificate issued by an insurance carrier reasonably satisfactory to Extrel evidencing such coverage, naming Extrel as an additional insured under such coverage and confirming that no such coverage may be reduced, canceled or otherwise modified adverse to Extrel's interests without thirty (30) days' prior written notice given to Extrel.

(d) Reseller recognizes that its familiarity with the Equipment and/or Services will result primarily from the information and technical assistance furnished to Reseller by Extrel. All such information and data not readily available to the public shall be considered to be

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confidential, proprietary data and trade secrets belonging to Extrel. Reseller shall not disclose, in whole or in part, such information and data to any third parties without Extrel's prior, specific, written consent or use it in any manner detrimental to Extrel. Reseller agrees to use all reasonable efforts to protect Extrel's proprietary rights in regards to, and restrictions on use by any of Reseller's customers of, the Equipment and/or Services. Reasonable efforts shall mean no fewer actions with respect to proprietary rights in regards to, and restrictions on the use of, the Equipment and/or Services as Reseller takes to preserve its own proprietary rights or restrictions on the use of its own services or products or proprietary information of highest importance.

(e) Reseller agrees that during the term of this Sales Agreement and for a period of one year following termination of this Sales Agreement for any reason, it will not, directly or indirectly, stock, distribute, market, sell and/or deal in products competitive with the Equipment and/or Services as manufactured and/or sold by Extrel and/or any of its affiliates in the region for its own account, nor will it cause any other person or entity to do or assist other person or entity in doing any of the above, and Extrel will be entitled to seek and receive injunctive or equitable relief in order to enforce such agreement.

(f) Reseller shall defend, indemnify and hold Extrel, and its officers, members, managers, employees, agents, and representatives, harmless from and against any and all damages, fines, penalties, expenses, costs, demands and liabilities of any kind resulting from: (i) any breach of this Section 21; (ii) any act or omission of Reseller in connection with the performance of its obligations under this Sales Agreement and/or the resale of the Equipment and/or Services; and/or (iii) contract terms between the Reseller and its customer(s) that differ from the terms of this Sales Agreement.

22. Entire Agreement. This Sales Agreement constitutes the complete, exclusive, and fully integrated agreement between Extrel and Purchaser concerning the subject matter hereof. There are no agreements, understandings, restrictions, warranties, or representations between Extrel and Purchaser other than those set forth herein or herein provided. If any provision hereof, partly or completely, shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or portion hereof and these terms shall be construed as if such invalid or unenforceable provision or portion thereof had never existed. The terms contained in Sections 3 (Payment), 8 (Warranties and Remedies), 9 (Intellectual Property Defense and Indemnity), 10 (Limitation of Liability), 11 (Laws and Regulations), 12 (Software License), 13 (Inventions and Information), 18 (Export Control), 20 (Nuclear Insurance – Indemnity), 21 (Resale Provisions) and 22 (Entire Agreement) shall survive any termination or expiration of this Sales Agreement.

23. Counterparts; Signatures. This Sales Agreement may be executed in any number of counterparts, each of which shall be an original, but together shall constitute one instrument. This Sales Agreement may be executed via facsimile or electronic (including .pdf) signature.