

## Standard Terms and Conditions – Products

- 1. General and Legal Effect.** The rights and duties of the parties shall be governed by the laws of the State of Ohio. The terms on the Verantis Corporation (Seller) acknowledgement of a Buyer's order, and as stated here in these conditions of sale, constitute the entire agreement between Verantis Corporation and Buyer. Any additional, different, or conflicting terms shall not become a part of this agreement unless expressly agreed to by an authorized employee of Verantis Corporation, in writing. Stenographic or clerical errors are subject to correction.

Seller's failure at any time to require strict performance by Buyer of any of the provisions herein shall not waive or diminish Seller's right hereafter to demand strict compliance therewith or with any other provision. Waiver of any default shall not waive any other default.
- 2. Limitation of Liability.** In no event shall the total liability of the Seller arising out of the performance or breach of this Purchase Order, whether based on contract, warranty, negligence, indemnity, strict liability or otherwise, exceed the value of the Purchase Order price. The Seller shall in no event be liable for any consequential, incidental, direct or indirect, special or punitive damages arising out of this Purchase Order or any breach thereof, or any defect in the equipment purchased hereunder, including, but not limited to, lost profits or revenue, work stoppage, impairment of other goods, loss by reason of shutdown or non-operation or increased expenses of operation, whether or not such loss or damage is based on contract, warranty, negligence, indemnity, strict liability or otherwise.
- 3. Proprietary and Confidentiality.** Unless otherwise specifically agreed to by an authorized officer in writing, neither Buyer nor any representative of Buyer, nor any other person, shall be entitled to, or have control over, any manufacturing, engineering or production prints, drawings or technical data which Seller, in Seller's sole discretion, may consider in whole or in part proprietary to Seller.
- 4. Credit Sales.** Payment is net 30 days of the invoice date. Verantis Corporation, at its option, reserves the right to withdraw credit, or change the terms thereof at any time. A late charge of one-and one half percent (1-1/2%) per month, a rate of eighteen percent (18%) per annum, or the maximum permitted by law whichever is less, will be imposed on all past due invoice(s). A weekly storage fee (1-1/2%) shall be charged for any delayed shipments caused by the Buyer.
- 5. Assignment.** Seller reserves the right to subcontract all or any part of the work to be performed under this order, without obtaining the approval of Buyer. No notice to Buyer of any subcontracting by Seller is required. In the event of any subcontracting by Seller, Seller will remain primarily responsible to Buyer for its obligations and responsibilities under this order.
- 6. Cancellation.** Buyer may cancel orders only by written notice and only upon condition that Buyer makes full payment to Seller for percentage complete, plus costs incurred (material, labor, engineering, tooling, fixture, etc.).
- 7. Termination.** Seller may by written notice to Buyer terminate the whole or any part of this contract in any one of the following circumstances: (a) If Buyer fails to remit payment within the time specified herein or any authorized extension thereof; or (b) If Buyer makes changes to project scope without written agreement from Seller, including technical specification that is not being included in the proposal.
- 8. Prevailing Party:** If any litigation, legal action, arbitration or any other proceeding is brought for a breach of, or to otherwise enforce any rights under, this Agreement, the prevailing party shall be entitled to recover, and shall be reimbursed by the losing party for, its reasonable attorneys' fees and all other costs incurred in bringing such litigation, legal action, arbitration or other proceeding, in addition to any other relief to which such prevailing party may be entitled.
- 9. Shipping Dates.** Delivery, shipment and installation dates are estimated dates only, unless otherwise specified. All dates of shipment are contingent upon strikes, accidents, shortage of materials, delays of carriers, or causes which are unavoidable or beyond the control of Verantis Corporation.
- 10. Shipping Inspection & Damages.** Unless Buyer specifies otherwise in writing, (a) goods will be boxed or crated as Seller may deem proper for protection against normal handling and extra charges will be made for preservation, waterproofing, export boxing and similar added protection of goods; (b) routing and manner of shipment will be at Seller's discretion, and may be insured at Buyer's expense, value to be stated at order price. On all shipments F.O.B., Seller's point of manufacture, delivery of goods to the initial carrier will constitute delivery to Buyer and thereafter be at Buyer's risk. A claim for loss or damage in transit must be entered

with the carrier and prosecuted by Buyer. Acceptance of goods from a common or contract carrier constitutes a waiver of any claims against Seller for delay, damage or loss. Seller is to be notified immediately of any damage or loss resulting from shipping, unloading, installing, or start-up activities.

**11. Safety Accessories.** Buyer understands that Verantis Corporation manufactures multi-functional goods that may or may not require safety devices, depending on the use and location of the goods. Buyer warrants to Verantis Corporation that Buyer has determined what safety devices, including warning devices and notices of danger, should be placed on the goods sold hereunder, and has either purchased these with the goods sold hereunder or from another source.

**12. Foreign Corrupt Practices Act (FCPA):** Buyer acknowledges that Verantis Corporation and its subsidiaries is subject to and fully adheres to the Foreign Corrupt Practices Act of 1977 as amended. Buyer further acknowledges that it is familiar with the provisions of the FCPA and hereby agrees that it shall take or permit no action which will either constitute a violation under, or cause Verantis Corporation to be in violation of, the provisions of the FCPA.

**13. Governing Law; Jurisdiction:** The laws of the State of Ohio will govern any dispute arising from or related to an agreement between the parties. The parties submit to the jurisdiction of the State of Ohio and specifically Cuyahoga County and agree that any legal action or proceeding may be brought to the courts within that jurisdiction

### LIMITED PRODUCT WARRANTY

All products are warranted by Verantis Corporation to be free from defects in materials and workmanship for a period of (18) months from shop date or (12) months after install (whichever occurs first). Buyer must demonstrate to the satisfaction of Verantis Corporation that the product was properly installed and maintained in accordance with Verantis Corporation instructions and recommendations and that it was not operated in excess of its design limits or operational standards set forth in Verantis Corporation quotation. Spare parts and/or other items will refer back to originally specified maintenance and installation instructions.

This warranty is limited to the replacing and/or repairing by Verantis Corporation of any part or parts which have been returned to Verantis Corporation with Verantis Corporation's written authorization and which in Verantis Corporation's opinion are defective. Parts not manufactured by Verantis Corporation but installed by Verantis Corporation in equipment sold to the Buyer shall carry the original manufacturer's warranty only. All transportation

charges and any and all sales and use taxes, duties, imports or excises for such part or parts shall be paid for by the Buyer. Verantis Corporation shall have the sole right to determine whether defective parts shall be repaired or replaced. This warranty does not cover any customer labor charges for replacement of parts, adjustments or repairs, or any other work unless such charges shall be assumed or authorized in advance, in writing, by Verantis Corporation.

This warranty does not cover abrasion, erosion and wear, nor does it cover any product which, in the judgment of Verantis Corporation, has been subject to misuse or neglect, or which has been repaired or altered outside Verantis Corporation's plant in any way which may have impaired its safety, operation or efficiency, or any product which has been subject to an accident.

This warranty shall be null and void if any part not manufactured or supplied by Verantis Corporation for use in any of its products shall have been substituted and used in place of a part manufactured or supplied by Verantis Corporation for such use.

**THERE ARE NO WARRANTIES, OTHER THAN THOSE APPEARING ON THE ACKNOWLEDGEMENT FORM INCLUDING NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE GIVEN IN CONNECTION WITH THE SALE OF THE GOODS SOLD HEREUNDER.**