

groninger USA, LLC Corporation
TERMS AND CONDITIONS OF SALE

NOTICE: THIS PURCHASE AND ALL DOCUMENTS PERTAINING TO IT, INCLUDING ANY QUOTATION, PROPOSAL, ORDER CONFIRMATION, ORDER ACCEPTANCE, DELIVERY NOTE OR INVOICE (COLLECTIVELY, "SALES DOCUMENTS") IS SUBJECT TO AND CONDITIONED UPON YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS OF SALE ("TERMS") UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING BY groninger USA, LLC ("GUSA").

1. Order Process; Acceptance; Additional or Conflicting Terms; Returns.

- a) All sales of used, retrofit, or refurbished machines and equipment ("Machines"), parts and accessories including, but not limited to, those for the Machines ("Parts" and collectively with Machines, the "Products"), and any services GUSA provides to Buyer including installation, repair, maintenance and consulting ("Services") are contracts entered into in North Carolina and then only in accordance with GUSA's Sales Documents and these Terms.
- b) Every contract between Buyer and GUSA for the sale of Products shall be governed by the terms contained in GUSA's written quotation, proposal, any subsequent order confirmation or delivery note and these Terms (the "Contract"). In no event shall Buyer's terms apply to, nor shall Buyer's proposed additional or different terms modify, the Contract unless GUSA expressly includes the proposed terms in the Contract. **GUSA hereby objects to and rejects any additional or different terms or conditions proposed by Buyer or contained in any purchase order, commercial document or other correspondence from Buyer, regardless of any knowledge GUSA may have of such terms, and such terms shall not bind GUSA.** If any of these Terms conflict with GUSA's Sales Documents, the specific terms stated in those Sales Documents shall prevail over these Terms. The Contract supersedes any commercial documents issued by GUSA. The applicable terms of the latest Sales Documents shall control over such terms in any prior Sales Documents. No other terms or changes, modifications, amendments or waivers of any terms in the Contract shall apply to GUSA unless in writing and signed by an authorized officer of GUSA. Buyer may not cancel or change the Contract except with the prior written consent of GUSA.
- c) Buyer may not return any customized Products. For any non-custom stock Product which is in re-sellable condition, Buyer must request in writing that GUSA authorize a return for such Product (any shipping and delivery costs at the expense of Buyer). GUSA shall decide, in its sole discretion, whether to authorize any return. If GUSA authorizes such a return and determines that the non-custom stock Product is in re-sellable condition, then GUSA will accept that return but may charge an applicable restocking fee and handling fee.

2. Price; Payment.

- a) The purchase price of the Products shall be as stated on the current GUSA price list or on an authorized quotation in effect when GUSA accepts an order. Prior to GUSA's written acceptance of an order, prices are subject to change by GUSA at any time, without notice to Buyer. Prices include delivery EX Works the facility specified by GUSA on its Sales Documents. Prices do not include packing, handling, shipping, installation, transportation or in-transit insurance costs or any sales, use, revenue, excise, privilege or other taxes or governmental charges. Buyer shall be responsible for all such costs, charges and taxes and Buyer shall reimburse GUSA to the extent GUSA pays such costs, charges or taxes. All prices are payable in U.S. Dollars.
- b) The contract prices quoted are based on sub-suppliers prices for hardware and services valid at the time of conclusion of the contract. In the event that the pricing of the sub-suppliers increases by more than 8% between the time of the conclusion of the contract and the commissioning of sub-suppliers, GUSA reserves the right to adjust the pricing accordingly. Upon request GUSA shall provide attributable documentation to verify the increase of pricing.
- c) Standard payment terms are cash on, or prior to, delivery of the Products or commencement of the Services unless expressly provided otherwise on Sales Documents issued by GUSA. If Buyer defaults in making any required payments, Buyer shall also be liable for interest that will accrue on the date which the payment was due at a rate equal to the lesser of (i) one and one-half percent (1.5%) per month; or (ii) the maximum allowed by law. Buyer shall pay all invoices in full as and when due, without set-off or adjustments. If any invoice or payment is not paid as and when due, then GUSA may take any of the following actions: suspend performance; terminate the contract for default; require Buyer to pay the full contract price; and take any other actions or pursue any other remedies under applicable law.

3. Delivery/Installation; Acceptance/Testing.

- a) Unless otherwise stated in GUSA's Sales Documents, all deliveries of Products are EX Works (Incoterms 2010) the facility specified by GUSA on its Sales Documents, and risk shall pass to Buyer at such time. Any Services shall be performed at the location set forth on GUSA's Sales Documents. GUSA may make partial deliveries. Notwithstanding any requested dates, all delivery and performance dates for Products or Services are GUSA's estimate only and GUSA shall not be liable to Buyer for any delay in performance or delivery or failure to deliver or to meet such dates. GUSA's delivery and performance is conditional on its timely receipt of documents necessary for the completion of the order and any required down payments or periodic payments.
- b) Prior to delivery of Products or performance of the Services, Buyer shall prepare the site and perform the installation and set-up in accordance with all written or verbal specifications, requirements, recommendations or instructions that GUSA may provide, if any. Unless expressly stated on its Sales Documents or in a separate written agreement between the parties, GUSA shall not be responsible for the setup or installation
- c) of the Products or for providing any training unless GUSA expressly agrees to such responsibility in its Sales Documents.
- d) The Products will be subject to an acceptance process, if applicable, and as described in detail in the Sales Documents.

4. Limited Warranty.

- a) **Parts.** GUSA warrants to Buyer as follows for the Parts. For any Parts manufactured by GUSA, the Parts will conform to GUSA's published specifications, if any, as of the date of delivery of the Parts and be free from material defects in workmanship and material for (6) months from delivery (the "Warranty Period"). This limited warranty excludes all damage to Parts caused: (i) during or after delivery; (ii) by normal wear and tear; (iii) by use of the Parts under circumstances exceeding GUSA's specifications or limitations or contrary to any instructions or information contained in GUSA's installation, operating or maintenance manuals (as supplemented from time to time by GUSA); (iv) by abuse or accident; (v) unauthorized repair or alteration; (vi) by improper storage or maintenance; (vii) by natural calamities. For any Parts which are not manufactured by GUSA, GUSA does not make any warranty with respect to such Parts; however, to the extent allowed, GUSA will pass along to Buyer any manufacturer or supplier warranty applicable to such Parts; or (viii) groninger will only warrant electrical components when the purchased electrical component(s) (purchased from Groninger) is /are installed by a Groninger technician. Installation of any electrical component(s) by a non Groninger technician will waive all warranty rights and Groninger will reserve the right to refuse return, credit, replacement of that component
- b) **Machine Retrofits.** GUSA makes no warranty with respect to Machine Retrofits. All Machine Retrofits are sold "AS IS" and without warranty. To the extent allowed, GUSA will pass along to Buyer any manufacturer or supplier warranty applicable.
- c) **Services.** With respect to Services, GUSA warrants to Buyer that the services will be performed in a workmanlike manner.
- d) EXCEPT FOR THE LIMITED EXPRESS WARRANTY STATED ABOVE IN SECTIONS 4(a) AND 4(c), GUSA DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES OF ANY TYPE, WHETHER OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR OTHERWISE, AS TO THE MACHINE'S, PARTS AND SERVICES. This limited warranty is not transferable. Dealers, distributors, sales representatives and employees are not authorized to offer different or additional warranties or remedies, and any descriptions, representations and other information or claims made by them are not binding on GUSA unless in writing signed by an officer of GUSA.

5. Buyer's Warranty Claims.

a) Products.

Buyer's sole and exclusive remedy, and GUSA's sole liability and obligation, for warranty or other claims regarding the condition, quantity or quality of the Parts manufactured by GUSA or nonconformity of such Parts is as follows: If the Parts are covered by the limited warranty, then GUSA will, in its sole discretion and within a reasonable time, repair or replace the non-conforming Part, or portion of the Part, or, at the sole option of GUSA, refund the value of the non-conforming Part, or portion of the Part, at the time the non-conformity is discovered.

Upon discovery of a possible non-conformity and prior to the expiration of the Warranty Period, Buyer must immediately notify GUSA in writing of the alleged non-conformity. Buyer shall not return any allegedly non-conforming Product without prior written return shipment instructions from GUSA. Buyer is responsible for all costs of dismantling or removing any allegedly non-conforming Part, or portion of the Part, from the installation site, including costs of disassembling, cleaning, handling and shipping such Part, or portion of the Part, to and from GUSA for evaluation. Buyer is also responsible for the cost of reassembly, re-installation, re-commissioning and start-up of the allegedly non-conforming Part, or portion of the Part. Buyer shall pay for all travel and related expenses if GUSA personnel are requested to visit Buyer's installation site. If GUSA determines that any Products or services are not covered by the limited warranty set forth in Sections 4(a) or 4(c) above, then Buyer shall be responsible for GUSA's charges for inspection, handling, repair or replacement of the Products. This limited warranty shall not be deemed to have failed its essential purpose so long as GUSA is willing and able to repair or replace, or refund the purchase price of any defective Parts or portion of the Part.

- b) **Services.** Buyer's sole and exclusive remedy, and GUSA's sole liability and obligation, for warranty or other claims regarding the Services or their nonconformity, will be limited to GUSA repeating or correcting any non-conforming Services or, at the sole option of GUSA, refunding the fees paid by Buyer with respect to such Services.

- c) Buyer shall have three (3) business days from the date of delivery to inspect Products for defects and nonconformance and notify GUSA, in writing, of any defects, nonconformance or rejection of such Products. After such period, Buyer shall be deemed to have irrevocably accepted the Products, if not previously accepted. After such acceptance, Buyer shall have no right to reject the Products for any reason or revoke acceptance. Claims for damage due to shipping must be made by Buyer to the freight carrier.

6. Limitation of Liability; Exclusion of Damages.

IN NO EVENT SHALL GUSA'S LIABILITY, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVER EXCEED THE AMOUNT BUYER PAID FOR THE MACHINE, PART OR SERVICE (AS APPLICABLE) AT ISSUE. GUSA SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES, INCLUDING LOST PROFITS OR REVENUE OR DAMAGES TO GOODS OR MATERIALS PROCESSED IN OR WITH THE MACHINE OR PART, REGARDLESS OF THE THEORY OF RECOVERY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. GUSA SHALL NOT BE LIABLE FOR ANY COSTS INCURRED IN DISMANTLING OR MOVING OTHER EQUIPMENT OR BUILDING OBSTACLES TO

ALLOW FOR THE REMOVAL OF NON-CONFORMING PRODUCT OR PARTS OF THE PRODUCT. These Terms contain Buyer's sole and exclusive remedies relating to these Terms, a breach of these Terms, the Sales Documents, the Products or the services, regardless of the theory of recovery.

7. Indemnity.

Buyer hereby agrees to defend, indemnify and hold GUSA harmless from and against all claims, demands, lawsuits, actions or causes of action (whether asserted by a person, firm, entity or governmental unit or otherwise) and any resulting liabilities, losses, damages, expenses, charges and fees (including reasonable attorneys' fees) arising out of or attributable to (a) any negligence or willful misconduct by Buyer or its employees, and (b) personal injury, property damage or death which is alleged to arise out of or relate to any products manufactured or sold by or for Buyer.

8. Confidentiality.

Buyer shall not disclose to any person any confidential or proprietary information ("Confidential Information") provided by GUSA unless the disclosure is agreed to in writing by GUSA or the Confidential Information is otherwise generally available to the public. GUSA retains ownership and control over all intellectual property including patents, trademarks, and copyrights applicable to or arising out of the Machines, Parts and Services. No license is granted or implied by these Terms. Buyer shall not name or designate any Products or associated information in any process patent application.

9. Termination.

Without limiting GUSA's other rights and remedies available under applicable law, upon written notice to Buyer, GUSA may suspend performance and delivery, or terminate performance and delivery, of any and all orders if Buyer:

- a) makes an assignment for the benefit of creditors, or a receiver, trustee in bankruptcy or similar officer is appointed to take charge of all or part of Buyer's property;
- b) becomes insolvent or files for bankruptcy or has a bankruptcy proceeding filed against it; or
- c) fails to perform or observe any of its obligations to GUSA under GUSA's Sales Documents or under other contracts between GUSA and Buyer, including payment of any purchase price, fees or charges as and when due.

9.1. Cancellation Fees for Parts and Projects

In the event that the cancellation of an order is necessary, the following cancellation policy will apply:

- All cancellation requests must be made in writing
- Cancellations within 30% of Delivery Time will incur a 30% of order value cancellation fee; 50% of Delivery Time will incur a 50% of order value cancellation fee; 75% of Delivery Time will incur a 75% of order value cancellation fee; over 75% of Delivery Time will incur a 100% of order value cancellation fee

9.2. Cancellation or Rescheduling Fees for Field Service Visits

In the event that the cancellation or rescheduling of a Field Service Visit is necessary, the following cancellation / rescheduling policy will apply:

- All cancellation / rescheduling requests must be made in writing
- Hours per person will be charged according to the valid service rates

> 15 business days before scheduled travel date	incurred expenses
> 10 and <= 15 business days before scheduled travel date	incurred expenses + 10% of budgeted hours per person
> 5 and <= 10 business days before scheduled travel date	incurred expenses + 50% of budgeted hours per person
> 2 and <= 5 business days before scheduled travel date	incurred expenses + 75% of budgeted hours per person
<= 2 business days before scheduled travel date	incurred expenses + 100% of budgeted hours per person

10. Choice of Law, Venue and Consent to Jurisdiction.

With respect to any dispute or claim arising out of or relating to the Machines, Parts or Services, (a) North Carolina law, excluding its conflict of laws principles, shall apply and (b) except with respect to any action instituted by GUSA for equitable or comparable relief (including injunctive relief), the state courts of North Carolina shall constitute the exclusive forums for the adjudication of all such disputes or claims. The United Nations Convention on the International Sale of Goods (CISG) shall not apply.

11. Limitation on Actions.

Any action or proceeding by Buyer arising out of or relating to this Contract or the Products or the Services will be forever barred unless it is commenced within the earlier of: (a) one year after the claim or cause of action has accrued; or (b) the period prescribed by applicable statute of limitation or repose. Buyer must give GUSA prompt written notice of any claim regarding this Contract or the Products or the Services.

12. Regulations in Force at Place of Installation.

Buyer shall be responsible for the compliance with any and all laws, regulations, orders and the like applicable to the Products or services, the Buyer's use of the Products and GUSA's performance under these Terms or any Sales Documents. Buyer shall bear any and all additional responsibilities and costs arising from any Such laws, regulations, orders and the like. GUSA is not responsible for any impact existing or future laws, regulations, orders and the like may have on the Products or services or the use or inability to use the Products.

13. Force Majeure.

With the exception of payment requirements, neither party shall be in default of these Terms, and performance shall be deemed extended, if it is due to any cause beyond such party's reasonable control including acts of God and delays in obtaining (or the inability to obtain) labor, materials or services through usual sources at normal prices.

14. No Waiver; Severability; Non-Assignment.

Any failure by GUSA to exercise any of its rights under these Terms or any Sales Documents shall not be construed as a waiver of such rights. In the event any of the provisions of these Terms of any Sales Documents are held to be invalid by any court of competent jurisdiction, such provision(s) shall be deemed to be severable and these Terms and any Sales Documents shall then be construed and enforced in accordance with the remaining provisions. Buyer may not assign its rights or obligations under these Terms or any Sales Documents without the prior written consent of GUSA and any purported assignment without that consent shall be void and of no effect.

15. Entire Agreement.

The Contract contains the entire agreement of the parties relating to the subject matter and supersedes all previous and contemporaneous agreements, understandings, usages of trade and courses of dealing, whether written or oral.