

## STANDARD TERMS AND CONDITIONS OF SALE FOR AFTERMARKET GOODS AND SERVICES

### 1. TERMS APPLICABLE

These Terms and Conditions of Sale are the exclusive terms and conditions applicable to quotations made and orders acknowledged by Flottweg Separation Technology, Inc. (“**Seller**”) for the sale of Aftermarket Products and Services relating thereto (“**Goods**”). This quotation or acknowledgment is expressly made conditional upon Buyer’s assent to such terms and conditions. Any of Buyer’s terms and conditions which are in addition to or different from those contained herein, which are not separately agreed to by Seller in writing are hereby objected to and shall be of no effect. Objections to any terms and conditions herein shall be deemed waived if Seller does not receive written notice thereof within 20 days of the date of this quotation or acknowledgment. Buyer in any event will be deemed to have assented to the terms and conditions contained herein if delivery of any Product is accepted. The term “this Agreement” as used herein means this quotation or acknowledgment or purchase order, together with any attachment hereto, any documents expressly incorporated by reference and these Aftermarket Terms and Conditions of Sale. In the event of any conflict between these STANDARD TERMS AND CONDITIONS OF SALE FOR AFTERMARKET GOODS AND SERVICES and any provision in Seller’s quotation or any other correspondence, these TERMS shall control.

### 2. PAYMENT TERMS

a. Unless otherwise agreed in writing by Seller, payment terms are 100% net 30 days from date of invoice, subject to credit approval. Seller accepts payment via – ACH, check, credit card, or wire transfer. A 3.0% processing fee will be added to all invoices paid by credit card. If any payment is not made on time, late charges computed at the lesser of one and one-half percent (1.5%) per month or the highest amount permitted by law, shall be due and payable. If the client has outstanding unpaid invoices, Seller reserves the right, without advance notice to Buyer, to revise the terms of payment to payment in full or in part in advance of shipment of the undelivered balance of said Goods.

b. If Buyer uses a third-party service for invoicing and/or payment, any costs associated with registering, renewal, or reductions in the amount remitted to Seller, shall be the Buyer responsibility. They will be added to the project cost and invoiced, either as a separate line item on the next payment milestone, or as a separate invoice

### 3. SHIPMENT OF GOODS AND DELIVERY

a. Unless otherwise agreed in writing by Seller, delivery of the Goods hereunder will be made F.O.B., Seller’s plant (or F.O.B., point of manufacture for any Goods shipped direct to Buyer from any location other than Seller’s plant) or CIF (Cost Insurance and Freight) Port of Entry INCOTERMS 2020 for Goods delivered outside the United States and will be prepaid by Seller and added to Buyer’s invoice.

b. Delivery dates are good faith estimates and do not mean that “time is of the essence”. Buyer’s failure to promptly make advance or interim payments, supply technical information or drawings, or failure to approve submittals beyond the standard two (2) weeks included in the project timeline, if applicable, will result in a commensurate and automatic extension of the delivery deadline, without additional notice to the buyer. Upon and after delivery, title and risk of loss or damage to the Goods shall be Buyer’s.

### 4. WARRANTY

a. Unless otherwise agreed in writing by Seller, Seller warrants to Buyer that the Goods provided by it will be delivered free from defects in material and workmanship. This warranty shall commence upon delivery of the Goods and shall expire ninety (90) days from delivery of the Goods (the “Warranty Period”). If during the Warranty Period Buyer discovers a defect in material or workmanship and gives Seller written notice thereof within 10 days of such discovery, Seller will either deliver to Buyer, a replacement part or repair the defect in place. Seller will have no warranty obligations under this paragraph 3(a): (i) if the Goods have not been operated and maintained in accordance with generally approved industry practice and with Seller’s specific written instructions; (ii) if the Goods are used in connection with any mixture or substance or operating condition other than that for which they were designed; (iii) if Buyer fails to give Seller such written 10 day notice; (iv) if the Goods are repaired by someone other than the Seller or have been intentionally or accidentally damaged, or (v) for corrosion, erosion, ordinary wear and tear or in respect of any parts which by their nature are exposed to severe wear and tear or are considered expendable.

b. Seller further warrants to Buyer that at delivery, the Goods manufactured by it will be free of any liens or encumbrances. If there are any such liens or encumbrances, Seller will cause them to be discharged promptly after notification from Buyer of their existence.

c. THE EXPRESS WARRANTIES SELLER MAKES IN THIS PARAGRAPH 4 ARE THE ONLY WARRANTIES IT WILL MAKE. THERE ARE NO OTHER WARRANTIES, WHETHER STATUTORY, ORAL, EXPRESS OR IMPLIED. IN PARTICULAR, THERE ARE NO IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

d. The remedies provided in paragraphs 4(a) and 4(b) are Buyer’s exclusive remedy for breach of warranty.

e. With respect to any Goods or part thereof not manufactured by Seller, Seller shall pass on to Buyer only those warranties made to Seller by the manufacturer of such Good or part which are capable of being so passed on.

### 5. DELAYS

In the event Buyer becomes unresponsive, Seller will make three (3) attempts, confirmed in writing, to contact Buyer, after which, Seller will return all Goods, whether repaired or not, to Buyer at Buyer’s cost.

### 6. LIMITATION OF LIABILITY

Notwithstanding any other provision in this Agreement, the following limitations of liability shall apply: In no event, whether based on contract, tort (including negligence), strict liability or otherwise, shall Seller, its officers, directors, employees, sub-contractors, suppliers or affiliated companies be liable to Buyer or any third party for loss of profits, revenue or business opportunity, loss by reason of shutdown of facilities or inability to operate any facility at full capacity, or cost of obtaining other means for performing the functions performed by the Goods, loss of future contracts, claims of customers, cost of money or loss of use of capital, in each case whether or not foreseeable, or for any indirect, special, incidental or consequential damages of any nature. The aggregate liability of Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies, for all claims of

any kind for any loss, damage, or expense resulting from, arising out of or connected with Goods or this Agreement or from the performance or breach thereof, together with the cost of performing make good obligations to pass performance tests, if applicable, shall in no event exceed the amount invoiced for the applicable Goods.

**7. TAXES**

Seller's prices do not include any sales, use, excise, or other taxes. In addition to the price specified herein, the amount of any present or future sales use, excise, or other tax applicable to the sales or use of the Goods shall be billed to and paid by Buyer unless Buyer provided to Seller a tax exemption certificate acceptable to the relevant taxing authorities.

**8. SET OFF**

Neither Buyer nor any of its affiliates shall have any right to set off claims against Seller or any of its affiliates for amounts owed under this Agreement or otherwise.

**9. RETURNED GOODS**

Buyer may return unused Goods that are still new and in original, undamaged packaging within sixty (60) after such Goods were originally shipped to Buyer. Buyer must pay all shipping costs and a 25% restocking fee. Seller will not accept and used or refurbished Goods for return. In the event of the bankruptcy or insolvency of Buyer or in the event of any bankruptcy or insolvency proceeding brought by or against Buyer, Seller shall be entitled to terminate any order outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its cancellation charges.

**10. CONFIDENTIALITY**

Buyer acknowledges that the information which Seller submits to Buyer in connection with this quotation or acknowledgment includes Seller's confidential and proprietary information, both of a technical and commercial nature. Buyer agrees not to disclose such information to third parties without Seller's prior written consent, Seller grants to Buyer a non-exclusive, royalty-free, perpetual license to use Seller's confidential and proprietary information for purposes of this specific order and the Goods that are the subject hereof only. Buyer further agrees not to permit any third party to fabricate the Goods or any parts thereof from Seller's drawings or to use the drawings other than in connection with this specific order. Buyer will defend and indemnify Seller from any claim, suit or liability based on personal injury (including death) or property damage related to any Good or part thereof which is fabricated by a third party without Seller's prior written consent and from and against related costs, charges, and expenses (including attorney's fees). All copies of Seller's drawings shall remain Seller's property and may be reclaimed by Seller at any time.

**11. END USER**

Seller reserves the right to sell Goods only to the Owner of the equipment. If Buyer is not the end user of the Goods sold hereunder (the "End User"), then Buyer shall obtain the End User's written consent to be bound to Seller by the provisions of paragraph 4, 5, 6, and 7 hereof.

**12. FORCE MAJEURE**

a. Force Majeure Defined. For the purpose of the Agreement "Force Majeure" will mean all unforeseeable events, beyond the reasonable control of either party which affect the performance of this Agreement, including, without limitation, acts of God, acts or advisories of governmental or quasigovernmental authorities, laws

or regulations, strikes, lockouts or other industrial disturbances, acts of public enemy, wars, insurrections, riots, epidemics, pandemics, outbreaks of infectious disease or other threats to public health, lightning, earthquakes, fires, storms, severe weather, floods, sabotage, delays in transportation, rejection of main forgings and castings, lack of available shipping by land, sea or air, lack of dock ligherage or loading and unloading facilities, inability to obtain labor or materials from usual sources, application of governmental tariff(s), serious accidents involving the work of suppliers or sub-suppliers, thefts and explosions. If the Force Majeure event is the application of any new governmental tariff(s), Seller shall have the right to terminate this Agreement by proving written notice to Buyer; provided, however, that Buyer shall have the option of paying such tariff(s), or a mutually agreed-upon portion thereof, which shall be added to the purchase price by providing written notice to Seller within five (5) business days of receipt of the termination notice from Seller in which case the Agreement shall continue despite the applicable new governmental tariff(s).

b. Suspension of Obligations. If either Buyer or Seller is unable to carry out its obligations under this Agreement due to Force Majeure, other than the obligation to make payments due hereunder, and the party affected promptly notifies the other of such delay, then all obligations that are affected by Force Majeure will be suspended or reduced for the period of Force Majeure and for such additional time as is required to resume the performance of its obligations, and the delivery schedule will be adjusted to account for the delay.

c. Option to Terminate. If the period of suspension or reduction of operations will extend for more than four (4) consecutive months or periods of suspension or reduction total more than six (6) months in any twelve (12) month period, then either Buyer or Seller may terminate this Agreement.

**13. INDEMNIFICATION**

Seller agrees to defend and indemnify Buyer from and against any third-party claim for bodily injury or physical property damage ("Loss") arising in connection with the goods provided by Seller hereunder or the Work performed by Seller hereunder, but only to the extent such Loss has been caused by the negligence, willful misconduct, or other legal fault ("Fault") of Seller. Buyer shall promptly tender the defense of any such third-party claim to Seller. Seller shall be entitled to control the defense and resolution of such claim, provided that Buyer shall be entitled to be represented in the matter by counsel of its choosing at Buyer's sole expense. Where such Loss results from the Fault of both Seller and Buyer or a third party, then Seller's defense and indemnity obligation shall be limited to the proportion of the Loss that Seller's Fault bears to the total Fault.

**14. INSURANCE**

Seller shall maintain commercial general liability with limits of not less than \$1,000,000 per occurrence and in the aggregate covering claims for bodily injury (including death) and physical property damage arising out of the Work. Seller shall also provide workers' compensation insurance, or the like as required by the laws of the jurisdiction where the Work will be performed and owned and non-owned auto liability insurance with limits of not less than \$1,000,000 combined single limit. Buyer shall be designed as an additional insured under Seller's commercial general liability insurance and auto liability insurance coverages, and Seller will provide a Certificate of Insurance certifying the existence of such coverages upon request.

**15. NON-SOLICITATION OF EMPLOYEES**



Buyer shall not knowingly, directly or indirectly, for Buyer or on behalf of any person or entity hire or attempt to hire any employee of Seller or take any other action which would encourage any such employee to leave the employment of Seller. The obligation set forth in the preceding sentence shall continue for a period of two years from the last purchase by Buyer of any Goods and apply to all employees and ex-employee of Seller. The restrictive period set forth in this paragraph shall toll during any period when Buyer is in violation of the same. In addition to all other remedies, Seller shall be entitled to its reasonable attorneys' fees and costs associated with the enforcement of this paragraph.

16. **GOVERNING LAW**

**This Agreement and the performance thereof will be governed by and construed according to the laws of the State of Kentucky. The parties hereto irrevocably submit to the jurisdiction of the Federal and State courts sitting in Boone County, Kentucky and waive any claims as to inconvenient forum. In the event this Agreement pertains to the sale of any goods outside the United States, the parties agree that the United Nations Convention for the International Sale of Goods shall not apply to this Agreement.**

17. **GENERAL**

a. Seller represents that any Goods or parts thereof manufactured by seller will be produced in compliance with all

applicable Federal, State, and local laws applicable to their manufacture and in accordance with Seller's engineering standards. Seller shall not be liable for failure of the Goods to comply with any other specifications, standards, laws, or regulations.

b. This Agreement shall inure only to benefit of Buyer and Seller and their respective successors and assigns. Any assignment of this Agreement or any of the rights or obligations hereunder, by either party without the written consent of the other party shall be void.

c. This Agreement contains the entire and only agreement between the parties with respect to the subject matter hereof and supersedes all prior oral and written understandings between Buyer and Seller concerning the Goods, and any prior course of dealings or usage of the trade not expressly incorporated herein.

d. This Agreement (including these STANDARD TERMS AND CONDITIONS OF SALE FOR AFTERMARKET GOODS AND SERVICES) may be modified, supplemented, or amended only by a writing signed by an authorized representative of Seller. Seller's waiver of any breach by Buyer of any terms of this Agreement must also be in writing and any waiver by Seller or failure by Seller to enforce any of the terms and conditions of this Agreement at any time, shall not affect, limit, or waive Seller's right thereafter to enforce and compel strict compliance with every term and condition thereof.