

Terms and Conditions of Sales and Service

HOERBIGER CORPORATION OF AMERICA, INC.
(hereinafter called HOERBIGER)



1. QUOTATIONS

All quotations are valid for 30 days from the date thereof unless otherwise specified. Thereafter, all prices are subject to change without notice. Prices are F.O.B the HOERBIGER facility as specified with no freight allowed unless specifically stated. Verbal quotations must be acknowledged by HOERBIGER in writing to be valid. Standard terms are Net thirty (30) days. If no credit status can be established, shipments are made on a C.O.D. basis.

2. DELIVERY

Delivery promises on quotations are based on our production schedule at the time of the quotation. Promises of delivery on acknowledgements are given as accurately as conditions permit. We will make every attempt to ship according to the stated delivery terms; however, we cannot accept any responsibility for delays, which are reasonable, or beyond our control. HOERBIGER will assume no liability for damages arising out of failure to deliver within the time promised. All risk of loss shall pass to the purchaser when the goods are delivered to the carrier.

3. CHANGES IN DESIGN

In due course of our manufacturing procedure, HOERBIGER reserves the right to change or modify the design and construction of any of our products without incurring any obligation to notify any customer or furnish or install such changes or modifications on products previously or subsequently sold.

4. LIMITED WARRANTY

HOERBIGER'S PRODUCTS ARE WARRANTED, TO THE ORIGINAL PURCHASER ONLY, AGAINST DEFECTS OF WORKMANSHIP AND MATERIAL FOR A PERIOD OF SIX (6) MONTHS FROM THE ORIGINAL DATE OF SHIPMENT. EXCEPT FOR DEPEND-A-CHECK® AND COMPACT A-CHECK® CHECK VALVES WHICH ARE WARRANTED FOR EIGHTEEN (18) MONTHS FROM ORIGINAL DATE OF SHIPMENT. HOERBIGER'S OBLIGATION UNDER THIS LIMITED WARRANTY IS LIMITED TO REPAIR AND REPLACEMENT AT HOERBIGER'S FACILITY OF ANY PART OR PARTS THEREOF WHICH SHALL BE RETURNED TO OUR FACILITY WITH TRANSPORTATION CHARGES PREPAID AND WHICH TO OUR EXAMINATION SHALL DISCLOSE TO OUR SATISFACTION TO HAVE BEEN DEFECTIVE — THIS LIMITED WARRANTY SHALL NOT APPLY TO ANY PRODUCTS OR PARTS WHICH HAVE BEEN REPAIRED OR ALTERED OUTSIDE OF OUR FACILITY SO AS, IN OUR JUDGMENT, TO AFFECT SERVICEABILITY OR TO PRODUCTS OR PARTS WHICH HAVE BEEN SUBJECT TO ACCIDENT, NEGLIGENCE, DAMAGE IN TRANSIT, MISUSE, MISHANDLING, OR WHICH SHALL HAVE BEEN USED OR INSTALLED CONTRARY TO INSTRUCTIONS.

PRODUCTS SOLD BUT NOT MANUFACTURED BY HOERBIGER ARE NOT WARRANTED BY US EXCEPT FOR SUCH WARRANTY RECOVERY HOERBIGER REASONABLY OBTAINS, IF ANY, FROM THE ACTUAL MANUFACTURER PROVIDED THAT SUCH MANUFACTURER EXTENDS A WARRANTY THAT IS APPLICABLE.

THIS WARRANTY IS IN LIEU OF ALL OTHER EXPRESSED OR IMPLIED WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR (OR INTENDED) PURPOSE. IN NO EVENT SHALL HOERBIGER BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PENAL OR EXEMPLARY DAMAGES OR FOR INCONVENIENCE, DISTRESS, TRANSPORTATION, ENGINEERING, RE-ENGINEERING, LABOR COSTS, PRODUCT RECALL, PRODUCTION LOSS, OVERHEAD LOSS OR PROFIT LOSS AND/OR EXPENSE AND/OR LIABILITY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY. THIS WRITTEN LIMITED WARRANTY IS THE ONLY WARRANTY AUTHORIZED AND HONORED BY HOERBIGER. **THIS LIMITED WARRANTY GIVES SPECIFIC LEGAL RIGHTS TO THE ORIGINAL PURCHASER. OTHER RIGHTS MIGHT VARY FROM STATE TO STATE.**

5. PACKING AND INSURANCE

HOERBIGER endeavors to pack or prepare all shipments so that they will not break, rust or deteriorate in transit but does not guarantee against damage. All claims regarding shortages must be made in writing within thirty (30) days from receipt of shipment and must be accompanied by the packing list. No truck shipments are insured by HOERBIGER against damage or loss in transit. All parcel post shipments carry minimum insurance to serve merely as proof of delivery.

6. CANCELLATIONS AND RETURNS

Orders once placed and accepted can be cancelled only with our consent and upon terms that will save HOERBIGER from any loss. No merchandise may be returned for credit or adjustment without written permission from our facility. On all merchandise approved for return for credit, a charge will be made to cover re-inspection, eventual reconditioning and/or restocking.

7. SERVICE WORK

Upon request and at its option, HOERBIGER will provide engineering and/or technical information regarding its products and their uses and, if feasible, provide personnel to assist customers in effecting field installations. Any such information, service or assistance so provided, whether with or without charge shall be advisory only. It is expressly understood that HOERBIGER does not assume responsibility for damage or loss arising out of, resulting from or caused, in whole or in part, by any such information, service, advice or assistance so provided at the job site or elsewhere and the customer indemnifies HOERBIGER from and against any liability whatsoever in this regard.

8. EXPORT CONTROL

The products may be subject to export and re-export restrictions under the laws of the United States or other countries. Any export, re-export or re-transfer may require the approval of the respective government. If the purchaser transfers the products (regardless of the mode of provision) to a third party, the purchaser shall comply with all applicable national and international (re-)export control laws, orders and regulations. The purchaser shall obtain any necessary governmental export permits or similar authorizations which may be required.

Compression Technology

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Prior to any transfer to a third party of the products, the purchaser shall without limitation check and guarantee by appropriate measures that such transfer does not violate embargoes or restrictions on trade with some countries, entities, persons and organizations. The purchaser shall check and guarantee that the products are not used in activities that involve the development, production, use or stockpiling of nuclear activities of any kind, chemical or biological weapons or missiles, unmanned aerial vehicles, or microprocessors for military use, nor will use the Products in any facilities that are engaged in activities relating to such weapons or applications without prior government authorization.

If required to enable authorities or HOERBIGER to conduct export control checks, the purchaser, upon request by HOERBIGER, shall promptly provide HOERBIGER with all information pertaining to the particular end customer, the particular destination and the particular intended use of the products.

- 8.1. Buyer hereby acknowledges that the supply of goods and provision of services may be subject to sanctions, meaning any applicable export controls, trade or economic sanctions, embargoes or similar laws, regulations, rules, licenses, orders or requirements including, without limitation, those of the UN, UK, U.S. and EU (hereinafter "Sanctions").
- 8.2. Buyer is fully responsible for complying with, and shall not do anything which would cause Supplier to be in breach of, applicable Sanctions. In particular, Buyer warrants and represents that it: (i) is not, and is not owned or controlled by, a "Sanctioned Party", which is defined as "any party or parties listed on any list of designated or other restricted parties maintained under Sanctions, including but not limited to the, the consolidated list of persons, groups and entities subject to EU financial sanctions maintained by the European Union, the Consolidated List of Financial Sanctions Targets in the UK maintained by HM Treasury and the Specially Designated Nationals and Blocked Persons List maintained by the US Office of Foreign Assets Control; (ii) will not use, sell, resell, export, re-export, transfer, distribute, dispose of, disclose or otherwise deal with the goods and/or services, directly or indirectly, to: (a) any territory to which the supply of the goods and/or services would be restricted or prohibited under Sanctions (subject to the Buyer obtaining any and all licenses and/or approvals required); including, but not limited to, under the scope of Art 12g of the EU Council Regulation 833/2014, as amended, as regards the re-export of prohibited goods and technology to Russia or for use in Russia; (b) any country, territory, or destination with which Supplier, as a matter of policy, does not conduct business (including but without limitation to Iran, Syria, Sudan, Cuba, Belarus, Russia, Crimea & Sevastopol, the republics of Donetsk and Luhansk, the territories of Kherson and Zaporizhzhia and North Korea, and any other territory subject to comprehensive Sanctions from time to time); (c) any Sanctioned Party (or any party owned or controlled by a Sanctioned Party); (iii) will obtain and maintain any required export license or other governmental approval and complete such formalities as may be required in order to use, sell, resell, export, re-export, transfer, distribute, dispose of, disclose or otherwise deal with the goods and/or services; (iv) will not put the goods and/or services, in their entirety or in part, to any use in connection with the development, production, handling, operation, maintenance, storage, detection, identification or dissemination of chemical, biological or nuclear weapons or the development, production, maintenance or storage of missiles capable of delivering such weapons or to any military end-use in violation of any applicable embargo (including, but not limited to, embargoes maintained by the EU, UK, US, OSCE and/or UN). In addition, Buyer shall not sell, resell, supply, export, re-export, transfer, divert, distribute, or dispose of the goods and/or services to any third party where Buyer knows or has grounds for suspecting that the goods and/or services are or may be intended for one of the uses specified in this Clause 8.
- 8.3. Buyer shall, at all times, maintain an adequate monitoring mechanism to detect possible violations of the Sanctions by any third parties, including by possible resellers. If Buyer does not currently maintain such a monitoring mechanism, Buyer shall establish one as a condition to entering into this Agreement.
- 8.4. Any violation of sub-clauses 1, 2 or 3 of this Section 8 shall constitute a material breach of the agreement between the parties and shall entitle Supplier (i) to terminate any of the pending or future orders / Contracts with the Buyer and (ii) to apply any agreed and/or available remedies.
- 8.5. Buyer shall immediately notify Supplier if Buyer becomes aware of any actual or threatened violations of sub-clauses 1, 2 or 3.
- 8.6. Buyer will keep and maintain complete and accurate records in connection with Supplier's performance under this Agreement and will retain these records for at least three (3) years after the supply of goods and/or services. Supplier (or its professional advisers) may audit such records during regular business hours upon reasonable advance notice and subject to reasonable confidentiality procedures. Buyer agrees to provide Supplier's designated audit or inspection team reasonable access to the Supplier's records and facilities.
- 8.7. Buyer agrees furthermore that it shall not engage in any activity that would expose Supplier or any Supplier Affiliates to a risk of penalties under laws and regulations of any relevant jurisdiction prohibiting improper payments, including but not limited to bribes, to officials of any government or of any agency, instrumentality or political subdivision thereof, to political parties, or political party officials or candidates for public office, or to any employee of any customer or supplier.

9. ADDITIONAL OR DIFFERENT TERMS

This acceptance (or acknowledgment) is expressly made conditional on the assent by the buyer to any terms additional to, or different from, those proposed by the buyer in his purchase order. Accordingly, the terms and conditions of these Terms supersede any term of the Purchase Order that is inconsistent with these Terms.

10. LIENS / COSTS OF COLLECTION

HOERBIGER retains a lien against all equipment, components and parts thereof relative to any unpaid charges and HOERBIGER shall have the right to all reasonable attorneys' fees and costs incurred relative to collecting

any unpaid charges.