

Scolari Engineering S.p.A. Standard Terms and Conditions for Sale of Products and Services

NOTICE: Sale of any Products or Services is expressly conditioned on Buyer's assent to these Standard Terms and Conditions ("Terms and Conditions.") Any acceptance of Seller's offer is expressly limited to acceptance of these Terms and Conditions and Seller expressly objects to any additional or different terms proposed by Buyer. Any order to perform work and Seller's performance of work shall constitute Buyer's assent to these Terms and Conditions. Unless otherwise specified in the quotation, Seller's quotation shall expire 60 days from the date issued and may be modified or withdrawn by Seller before receipt of Buyer's conforming acceptance.

1. Definitions

"Affiliate" means as to any Person, any other Person that, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" of a Person means the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person, whether through the exercise of voting power, by contract or otherwise.

"Buyer" means the entity to which Seller is providing Products or Services under a Contract.

"Commissioning" means, after Installation of Products or Services at Buyer's facility, the configuring and adjustments by Seller, which in Seller's determination are required to prepare such for operation and any SAT.

"Contract" means either an agreement signed by Buyer and Seller, or the purchase order signed by Buyer and accepted by Seller in writing, for the sale of Products or Services, together with these Terms and Conditions, Seller's final quotation, the agreed scope(s) of work, and Seller's order acknowledgement. In the event of any conflict, the Terms and Conditions shall take precedence over other documents included in a Contract.

"Contract Price" means the agreed price stated in a Contract for the sale of Products and Services, including adjustments (if any) in accordance with a Contract.

"Install", "Installation" and "Installed" mean the state of Products and/or Services, with all such component parts assembled, electrically wired and made ready by Buyer for Commissioning. In the absence of any writing signed by the parties to the contrary, Buyer shall be solely responsible for Installation at Buyer's own expense.

"Intellectual Property" means all know how, trade secrets, copyrights, trademarks, mask work rights, patents (including any continuation, division, renewal, substitute, or reissue thereof), patent rights, and other intellectual property rights recognized by the laws of any jurisdiction or country, whether or not registered, including all applications and registrations thereof. Intellectual property shall include Software.

“Person” means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, governmental authority or other entity of whatever nature.

“Pre-existing Intellectual Property” shall mean all Intellectual Property of a Party existing prior to entry into any Contract which shall remain the sole and exclusive property of such Party.

“Products” means the equipment, parts, materials, supplies, software, and other goods Seller has agreed to supply to Buyer under a Contract.

“Saleable Product” means product that is produced and suitable for sale to third parties.

“SAT” or “site acceptance testing” means the process by which Buyer completes its testing of the Products or Services at Buyer’s facility in accordance with the specifications as agreed to by Buyer and Seller in a writing signed by the parties.

“Seller” means Scolari Engineering S.p.A. (“Scolari”) or any entity providing Products or performing Services under a Contract.

“Services” means the services Seller has agreed to perform for Buyer under a Contract.

“Site” means the premises where Products are used or Services are performed, not including Seller’s premises from which it performs Services.

“Software” means all codes, instructions, or programs, whether or not compiled, and including all operating systems, applications, utilities, logic structures, logic ladders, controllers, scripts, data, data structures, source codes, and other information, utilized in, with or as part of computer hardware, equipment, discs, drives, storage, cards, databases, and/or peripherals.

“Subcontractor” means a third party engaged by Buyer or Seller to perform in whole or in part any obligations of Buyer or Seller under a Contract. Seller agrees that it will not engage any competitor of Seller as a Subcontractor.

“Terms and Conditions” means these Standard Terms and Conditions for Sale of Products and Services.

2. Payment

2.1 Buyer shall pay Seller for the Products and Services by paying all invoiced amounts in U.S. dollars, without set-off for any payment from Seller not due under a Contract, within thirty (30) days from Seller’s invoice date. Seller shall issue invoices upon shipment of Products and as Services are performed. For each calendar month, or fraction thereof, that payment is late, Buyer shall pay interest at the rate of 1.5% per month, or the maximum rate permitted by law, whichever is less.

2.2 Seller is not required to commence or continue its performance unless and until any required Payments are received. Seller shall be entitled to require full or partial payment in advance or otherwise restructure payments, request additional forms of security, suspend its performance or terminate a Contract.

2.3 At the time Buyer is able to produce Saleable Product, Seller shall be deemed to have successfully completed commissioning and any SAT, and final payment shall be due and payable, unless otherwise agreed to in writing signed by the parties.

3. Taxes and Duties

Unless otherwise agreed to by Seller in writing, Buyer shall be responsible for all taxes, duties, fees, or other charges of any nature (including, but not limited to gross receipts, import, property, sales, stamp, turnover, use, or value-added taxes, and all items of withholding, deficiency, penalty, addition to tax, interest, or assessment related thereto, imposed by any governmental authority on Buyer or Seller or its subcontractors) in relation to a Contract or the performance of or payment for work under a Contract.

4. Deliveries; Title Transfer; Risk of Loss; Storage

4.1 Seller shall deliver Products to Buyer EXW (*ex works*) at Seller's factory in Milan, Italy (Incoterms 2010). Buyer shall pay all delivery costs and charges. Partial and early deliveries are permitted. Seller may deliver Products in advance of the delivery schedule. Delivery times are approximate and are dependent upon prompt receipt by Seller of all information necessary to proceed with the work without interruption. Failure of Buyer to timely provide final approvals to drawings submitted by Seller or to timely supply information requested by Seller, shall automatically extend any dates for delivery by the same time as the delay in approving such drawings and supplying information to Seller. If Products delivered do not correspond in quantity, type or price to those itemized in the shipping invoice or documentation, Buyer shall so notify Seller within ten (10) calendar days after receipt. Buyer shall be responsible for timely pickup of all Products as and when scheduled at Seller's factory.

4.2 Title to Products shall pass to Buyer upon full payment. If Buyer fails to pay for purchased equipment in accordance with the terms of a Contract, Seller shall be entitled to seek replevin of the Products in accordance with applicable law. Seller grants only a license, and does not pass title, for any Software provided by Seller, and title to any leased equipment remains with Seller.

4.3 Risk of loss shall pass to Buyer upon delivery pursuant to Section 4.1.

4.4 If any Products to be delivered under a Contract or if any Buyer equipment repaired at Seller's facilities cannot be shipped to or received by Buyer when ready due to any cause attributable to Buyer or its other contractors, Seller may ship the Products and equipment to a storage facility, including storage at the place of manufacture or repair, or to an agreed freight forwarder. If Seller places Products or equipment into storage, the following apply: (i) risk of loss shall immediately pass to Buyer, if such has not already passed, and delivery

shall be deemed to have occurred; (ii) any amounts otherwise payable to Seller upon delivery or shipment shall be due immediately; (iii) all expenses and charges incurred by Seller related to the storage shall be payable by Buyer upon submission of Seller's invoices; and (iv) when conditions permit and upon payment of all amounts due, Seller shall make Products and repaired equipment available to Buyer for release and transportation.

4.5 If repair Services are to be performed on Buyer's equipment at Seller's facility, Buyer shall be responsible for, and shall retain risk of loss of, such equipment at all times, except that Seller shall be responsible for damage to the equipment while at Seller's facility to the extent such damage is caused by Seller's negligence.

5. Warranty

5.1 Seller warrants that Products shall be delivered free from defects in material, workmanship and title and that Services shall be performed in a competent, diligent manner in accordance with any mutually agreed specifications.

5.2 The warranty period shall commence on the date of completion of the SAT or upon production of Saleable Product, whichever is sooner. The warranty period for Products shall expire one (1) year from first use or eighteen (18) months from delivery, whichever occurs first, except that Software is warranted for ninety (90) days from delivery. The warranty period for Services shall expire one (1) year after performance of the Service, except that Software-related Services are warranted for ninety (90) days.

5.3 If Products or Services do not meet the above warranties, Buyer shall promptly notify Seller in writing prior to expiration of the warranty period. Seller shall (i) at its option, repair or replace defective Products and (ii) re-perform defective Services. If despite Seller's reasonable efforts, a non-conforming Product cannot be repaired or replaced, or non-conforming Services cannot be re-performed, Seller shall refund or credit monies paid by Buyer attributable to such non-conformity only. Warranty repair, replacement or re-performance by Seller shall not extend or renew the applicable warranty period. Buyer shall obtain Seller's agreement on the specifications of any tests it plans to conduct to determine whether a non-conformance exists.

5.4 Buyer shall bear the costs of access for Seller's remedial warranty efforts (including removal and replacement of systems, structures or other parts of Buyer's facility), de-installation, re-installation and transportation of defective Products to Seller and back to Buyer.

5.5 The warranties and remedies are conditioned upon (a) proper storage, installation, use, operation, and maintenance of Products, (b) Buyer keeping accurate and complete records of operation and maintenance during the warranty period and providing Seller access to those records, and (c) modification or repair of Products or Services by Seller's or Seller's Affiliate's technicians or, alternatively, only as authorized by Seller in writing performed by qualified technicians employed by Buyer. Failure to meet any such conditions renders the warranty null and void. Seller is not responsible for normal wear and tear.

5.6 This Article 5 provides the exclusive remedies for all claims based on failure of or defect in Products or Services, regardless of when the failure or defect arises, and whether a claim, however described, is based on contract, warranty, indemnity, tort/extra-contractual liability (including negligence), strict liability or otherwise. The warranties provided in this Article 5 are exclusive and are in lieu of all other warranties, conditions and guarantees whether written, oral, implied or statutory.

5.7 THE WARRANTY STATED IN THIS SECTION IS BUYER'S SOLE AND EXCLUSIVE WARRANTY PERTAINING TO THE PRODUCTS AND SERVICES AND SELLER HEREBY DISCLAIMS ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6. Confidentiality

6.1 Buyer and Seller may receive or be given access to information that the other regards as proprietary and confidential ("Confidential Information"). Each party shall take reasonable efforts to designate all such Confidential Information in writing (provided that the failure to designate as confidential shall not change the receiving party's obligations under this Section if the receiving party was otherwise informed (e.g. verbally) or should have reasonably known of the confidentiality of such information) and may include data with respect to product development, manufacturing techniques and processes. Confidential Information delivered to a Party (including any reproductions thereof made by either Party) shall be and remain the property of party supplying such Confidential Information.

6.2 The Buyer and Seller shall keep all Confidential Information in their respective control and custody and upon written request from the other Party shall promptly return the same, except the Parties or their counsel may retain a copy for archival purposes. The Parties shall not use such Confidential Information for their own purposes or disclose it to any Person (other than as expressly permitted below) for a period of ten (10) years from such designation.

6.3 The term Confidential Information shall not include information that is:

- (a) in the public domain through no direct or indirect fault of the Parties or their Affiliates, or any of their or their Affiliates' employees, officers, directors, partners, shareholders, agents, attorneys, accountants or advisors (collectively, "Representatives");
- (b) at the time of disclosure available to the Parties on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information to the Party by a legal, fiduciary or contractual obligation; or

(c) independently developed by the Party, as established by documentary evidence, without reference to or use of, in whole or in part, any Confidential Information.

6.4 The Parties shall each:

(a) protect and safeguard the confidentiality of all such Confidential Information with at least the same degree of care as it would protect its own confidential information, but in no event with less than a commercially reasonable degree of care;

(b) not use the Confidential Information, or permit it to be accessed or used, for any purpose other than to fulfill the purpose of this Agreement and each Statement of Work, or otherwise in any manner to the other's detriment, including without limitation, to reverse engineer, disassemble, decompile or design around the other's proprietary services, products and/or confidential intellectual property;

(c) not disclose any such Confidential Information to any Person, except to the Parties' Representatives who: (i) need to know the Confidential Information to assist the Party, or act on its behalf, in relation to the purpose of the Parties' agreement; (ii) are informed by the Party of the confidential nature of the Confidential Information; and (iii) are subject to confidentiality duties or obligations to the Party that are no less restrictive than the terms and conditions of these Terms and Conditions;

(d) be responsible for any breach of this Agreement caused by any of its Representatives; and

(e) be permitted to disclose Confidential Information pursuant to applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction; provided that such Party shall provide prompt written notice of such requirement to the other Party and shall provide reasonable assistance to that Party in opposing such disclosure or seeking protective order or other limitations on such disclosure.

6.4 The Parties each agree that prior to engagement of any subcontractor, they shall enter into a written agreement whereby such subcontractor will agree to keep confidential all Confidential Information and the other Party shall be a third party beneficiary to any such agreement.

6.5 Each Disclosing Party warrants that it has the right to disclose the information that it discloses. Neither Buyer nor Seller shall make any public announcement about a Contract without prior written approval of the other party. Article 6 does not supersede any separate confidentiality or nondisclosure agreement signed by the parties.

6.6 Confidential Information identified by either Party as a trade secret and which meets legal requirements to be a trade secret, shall be kept confidential forever, or at least as long as the confidential information remains a trade secret.

7. Intellectual Property

7.1 In the event that Buyer wishes to have Seller defend and/or indemnify Buyer against any claim by a non-affiliated third party (a "Claim") alleging that Products or Services furnished under this Contract infringe a patent in effect in the U.S., an EU member state or the country of the Site (provided there is a corresponding patent issued by the U.S. or an EU member state), or any copyright or trademark registered in the country of the Site, Buyer shall provide a written request with thirty (30) days prior notice to any effective date to Seller which includes at a minimum that Buyer (a) will promptly notify Seller in writing of any Claim, (b) makes no admission of liability and does not take any position adverse to Seller, (c) gives Seller sole authority to control defense and settlement of the Claim if Seller accepts such request, and (d) provides Seller with full disclosure and reasonable assistance as required to defend the Claim. If Seller agrees to such request, Seller shall notify Buyer in writing within such thirty (30) day period. Seller shall be under no obligation to accept such written request at Seller's sole discretion and Seller's failure to agree to such request within such thirty (30) day period shall constitute a rejection of Buyer's request.

7.2 Section 7.1 shall not apply and Seller shall have no obligation or liability with respect to any Claim based upon (a) Products or Services that have been changed or modified by Seller or at Seller's direction or with Seller's authorization (b) the combination of any Products or Services with other products or services when such combination is a basis of the alleged infringement, (c) failure of Buyer to implement any update provided by Seller that would have prevented the Claim, (d) unauthorized use of Products or Services, or (e) Products or Services made or performed to Buyer's specifications.

7.3 Should any Product or Service, or any portion thereof, become the subject of a Claim, Seller may at its option (a) procure for Buyer the right to continue using the Product or Service, or applicable portion thereof, (b) modify or replace it in whole or in part to make it non-infringing, or (c) failing (a) or (b), take back infringing Products or Services and refund the price received by Seller attributable to the infringing Products or Services.

7.4 Article 7 states Seller's exclusive liability for intellectual property infringement by Products and Services.

7.5 Each party shall retain ownership of all Confidential Information and Pre-Existing Intellectual Property. All new intellectual property conceived or created by Seller in the performance of a Contract, whether alone or with any contribution from Buyer, shall be owned exclusively by Seller. Buyer agrees to deliver assignment documentation as necessary to achieve that result.

7.6 Buyer shall have no right, title or interest in Intellectual Property, whether embodied or contained in the System or manuals. Seller grants to Buyer no more than a worldwide, royalty free, non-exclusive, non-transferrable (other than as permitted herein) and non-

sub-licensable right to Buyer to use Seller's Intellectual Property solely in connection with the use and operation of the System installed at Buyer's facilities. Buyer shall have the right to move the System to another Buyer's facility and shall retain the right to use the Proprietary Information at such other facility but only with respect to the System. Buyer understands and agrees that Seller's Intellectual Property contains Seller trade secrets and Confidential Information and provides Seller with competitive advantages in the marketplace and acknowledges that the unauthorized use or disclosure of such Intellectual Property would cause Seller immediate and irreparable harm. Buyer agrees to protect, defend and secure all such Intellectual Property and not to disclose, copy, modify, make derivative works, transcribe, store, translate, sell, lease, license or otherwise disclose, transfer or distribute any such Intellectual Property without prior written permission from an authorized representative of Seller.

8. Indemnity

Buyer shall indemnify, defend, and hold harmless Seller, and its directors, officers, managers, employees, representatives, agents, successors and assigns from and against any and all third party actions, demands, allegations, claims, liability, investigations, suits, costs or expense, damages, judgments, and awards including, without limitation, reasonable attorneys' fees and cost of litigation arising out of or related to: (i) Buyer's acts or omissions; (ii) Buyer's breach of a Contract or any provision of these Terms and Conditions; (iii) any claims of personal injury, death, or property damage caused by the Products or arising out of the Services or Buyer's operations; (iii) the negligence or willful misconduct of Buyer, or Buyer's employees, agents, representatives or Subcontractors; or (iv) any disputes between Buyer and any supplier, vendor, or service provider of Buyer. The obligation to pay attorneys' fees in this indemnity provision includes all attorneys' fees incurred in defending any claim or establishing the right to indemnity under these Terms and Conditions. Seller shall not be obligated to provide indemnification to Buyer unless agreed to specifically in a separate writing signed by Buyer and Seller.

9. Insurance

During the term of a Contract, Buyer shall maintain for its own protection and the protection of Seller as an intended third-party beneficiary or loss payee, the following insurance coverage: (i) Worker's Compensation, Employer's Liability and other statutory insurance required by law with respect to work related injuries or disease of employees of Buyer in such form(s) and amount(s) as required by applicable laws; (ii) Automobile Liability insurance with a combined single limit of \$2,500,000.00; and (iii) Commercial General Liability or Public Liability insurance for bodily injury and property damage with a combined single limit of \$2,500,000.00.

10. Excusable Events/Force Majeure

Seller shall not be liable or considered in breach of its obligations under a Contract to the extent that Seller's performance is delayed or prevented, directly or indirectly, by any cause beyond its reasonable control, or by natural calamity, fire or other casualty loss,

armed conflict, acts or threats of terrorism, epidemics, strikes or other labor disturbances, or acts or omissions of any governmental authority or of the Buyer or Buyer's subcontractors or suppliers. If an excusable event occurs, the schedule for Seller's performance shall be extended by the amount of time lost by reason of the event plus such additional time as may be needed to overcome the effect of the event. If acts or omissions of the Buyer or its contractors or suppliers cause the delay, Seller shall also be entitled to an equitable price adjustment.

11. Termination and Suspension

11.1 Buyer may terminate a Contract (or the portion affected) for cause if Seller (i) becomes Insolvent/Bankrupt, or (ii) commits a material breach of a Contract which does not otherwise have a specified contractual remedy, provided that: (a) Buyer shall first provide Seller with detailed written notice of the breach and of Buyer's intention to terminate a Contract, and (b) Seller shall have failed, within 30 days after receipt of the notice, to commence and diligently pursue cure of the breach.

11.2 If Buyer terminates a Contract pursuant to Section 11.1, (i) Seller shall reimburse Buyer the difference between that portion of a Contract Price allocable to the terminated scope and the actual amounts reasonably incurred by Buyer to complete that scope, and (ii) Buyer shall pay to Seller (a) the portion of a Contract Price allocable to Products completed and (b) amounts for Services performed before the effective date of termination. The amount due for Services shall be determined in accordance with the milestone schedule (for completed milestones) and rates set forth in a Contract (for work toward milestones not yet achieved and where there is no milestone schedule), as applicable or, where there are no milestones and/or rates in a Contract, at Seller's then-current standard time and material rates.

11.3 Seller may suspend or terminate a Contract (or any affected portion thereof) immediately for cause if Buyer (i) becomes Insolvent/Bankrupt, or (ii) materially breaches a Contract, including, but not limited to, failure or delay in Buyer providing Payment Security, making any payment when due, or fulfilling any payment conditions.

11.4 If a Contract (or any portion thereof) is terminated for any reason other than Seller's default under Section 11.1, Buyer shall pay Seller for all Products completed, lease fees incurred and Services performed before the effective date of termination, plus expenses reasonably incurred by Seller in connection with the termination. The amount due for Services shall be determined in accordance with rates set forth in a Contract or where there are no rates in a Contract, at Seller's then-current standard time and material rates. In addition, Buyer shall pay Seller a cancellation charge equal to 80% of a Contract Price applicable to uncompleted made-to-order Products and 15% of a Contract Price applicable to all other uncompleted Products.

11.5 Either Buyer or Seller may terminate a Contract (or the portion affected) upon twenty (20) days advance notice if there is an excusable event (as described in Article 10) lasting longer than one hundred and twenty (120) days. In such case, Buyer shall pay to Seller

amounts payable under Section 11.4, excluding the cancellation charge for uncompleted Products.

11.6 Buyer shall pay all reasonable expenses incurred by Seller in connection with a suspension, including, but not limited to, expenses for repossession, fee collection, demobilization/remobilization, and costs of storage during suspension. The schedule for Seller's obligations shall be extended for a period of time reasonably necessary to overcome the effects of any suspension.

12. Compliance with Laws, Codes and Standards

12.1 Buyer shall comply with all applicable laws and regulations including OSHA, NFPA 79, NEC and CSA pertaining to the installation, operation, use and/or disposal of the Products and Services, including work performed by any of Buyer's Affiliates or Subcontractors.

12.2 Seller's obligations are conditioned upon Buyer's compliance with all U.S. and other applicable trade control laws and regulations. Buyer shall not trans-ship, re-export, divert or direct Products other than in and to the ultimate country of destination declared by Buyer and specified as the country of ultimate destination on Seller's invoice.

12.3 Buyer shall timely obtain, effectuate and maintain in force any required permit, license, exemption, filing, registration and other authorization, including, but not limited to, building and environmental permits, import licenses, environmental impact assessments, and foreign exchange authorizations, required for the lawful delivery of Products or performance of Services at the Site or fulfillment of Buyer's obligations, except that Seller shall obtain any license or registration necessary for Seller to generally conduct business and visas or work permits, if any, necessary for Seller's personnel. Buyer shall provide reasonable assistance to Seller in obtaining such visas and work permits.

13. Changes

13.1 Each party may at any time propose changes in the schedule or scope of Products or Services. Seller is not obligated to proceed with any change until both parties agree upon such change in writing. The written change documentation will describe the changes in scope and schedule, and the resulting changes in price and other provisions.

13.2 The scope, Contract Price, schedule, and other provisions will be equitably adjusted to reflect additional costs or obligations incurred by Seller resulting from a change, after Seller's proposal date, in Buyer's Site-specific requirements or procedures, or in industry specifications, codes, standards, applicable laws or regulations. However, no adjustment will be made on account of a general change in Seller's manufacturing or repair facilities resulting from a change in laws or regulations applicable to such facilities. Unless otherwise agreed by the parties, pricing for additional work arising from such changes shall be as specified in a separate quote, estimate or invoice by Seller.

13.3 It shall be acceptable and not considered a change if Seller delivers a Product that bears a different, superseding or new part or version number compared to the part or version number listed in a Contract.

14. Limitations of Liability

14.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW, SELLER WILL NOT BE LIABLE FOR ANY LOSS OF REVENUE, PROFITS, USE OF EQUIPMENT OR PRODUCTS, COSTS OF DELAY, FAILURE OF DELIVERY, COSTS OF CAPITAL, COSTS OF LOST OR DAMAGED DATA OR MATERIAL, OR INCREASED OPERATING COSTS, OR GOODWILL OR FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES RESULTING FROM, IN CONNECTION WITH, OR ARISING OUT OF THE PRODUCTS OR THE USE OF THE PRODUCTS, OR SELLER'S PERFORMANCE OR FAILURE TO PERFORM SERVICES, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14.2 The total liability of Seller for all claims of any kind arising from or related to the formation, performance or breach of this Contract, or any Products or Services, shall not exceed the (i) Contract Price, or (ii) if Buyer places multiple order(s) under a Contract, the price of each particular order for all claims arising from or related to that order and \$10,000.00 (USD) for all claims not part of any particular order.

14.3 All Seller liability shall end upon expiration of the applicable warranty period, provided that Buyer may continue to enforce a claim for which it has given notice prior to that date by commencing an action, as applicable under this Contract, before expiration of any statute of limitations or other legal time limitation but in no event later than one (1) year after expiration of such warranty period.

14.4 Seller shall not be liable for advice or assistance that is not required for the work scope under this Contract.

14.5 If Buyer is supplying Products or Services to a third party, or using Products or Services at a facility owned by a third party, Buyer shall either (i) indemnify and defend Seller from and against any and all claims by, and liability to, any such third party in excess of the limitations set forth in this Article 14, or (ii) require that the third party agree, for the benefit of and enforceable by Seller, to be bound by all the limitations included in this Article 14.

14.6 For purposes of this Article 14, the term "Seller" means Seller, its affiliates, subcontractors and suppliers of any tier, and their respective employees. The limitations in this Article 14 shall apply regardless of whether a claim is based in contract, warranty, indemnity, tort/extra-contractual liability (including negligence), strict liability or otherwise, and shall prevail over any conflicting terms, except to the extent that such terms further restrict Seller's liability.

15. Governing Law and Dispute Resolution

15.1 This Contract shall be governed by and construed in accordance with the laws of (i) the State of New Jersey if Buyer's place of business is in North America or (ii) Italy if the Buyer's place of business is outside North America, in either case without giving effect to any choice of law rules that would cause the application of laws of any other jurisdiction (the "Governing Law"). If a Contract includes the sale of Products and the Buyer is outside the Seller's country, the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

15.2 All disputes arising in connection with this Contract, including any question regarding its existence or validity, shall be resolved in accordance with this Article 15. If a dispute is not resolved by negotiations, either party may, by giving written notice, refer the dispute to a meeting of appropriate higher management, to be held within twenty (20) business days after the giving of notice. If the dispute is not resolved within thirty (30) business days after the giving of notice, or such later date as may be mutually agreed, either party may commence court proceedings.

15.3 Notwithstanding the foregoing, each party shall have the right at any time, at its option and where legally available, to immediately commence an action or proceeding in a court of competent jurisdiction, subject to the terms of this Contract, to seek a restraining order, injunction, or similar order to enforce the confidentiality provisions set forth in Article 6, or to seek interim or conservatory measures. Monetary damages shall only be available in accordance with Section 15.2.

16. Inspection and Factory Tests; Installation

16.1 Seller will apply its normal quality control procedures in manufacturing Products. Seller shall attempt to accommodate reasonable requests by Buyer to witness selected Seller's factory tests of Products, subject to appropriate access restrictions, if such witnessing can be arranged without delaying the work for Buyer or others and without compromising Seller's safety and security protocols.

16.2 Buyer shall be responsible for the Installation of the Products with the advice and assistance of Seller. Buyer agrees to provide Seller with timely access to Buyer's facilities and systems to the extent reasonably necessary for Seller's personnel to assist in the installation, including but not limited to: (i) assigning and making available for the duration of the implementation a sufficient number of Buyer personnel to perform Buyer's obligations for installation; and (ii) provide and update all relevant information reasonably necessary for Seller to perform its obligations under a Contract. Buyer must authorize Seller personnel for on-site assistance prior to performing the services via a purchase order issued by Buyer. Buyer shall pay to Seller all costs associated with such services in accordance with (i) the rates established by Seller and (ii) the applicable purchase order. Buyer shall ensure that it has available qualified technicians and crew to perform all installation work, including but not limited to plumbing, electrical, mill wright, and other trade professionals.

17. General Clauses

17.1 These Terms and Conditions represent the entire agreement between the parties. No oral or written representation or warranty not contained in these Terms and Conditions shall be binding on either party. Buyer's and Seller's rights, remedies and obligations arising from or related to Products and Services sold by Seller to Buyer are limited to the rights, remedies and obligations stated in these Terms and Conditions, unless Buyer and Seller agree in a separate writing signed by the parties. In the absence of a separate writing signed by the parties, Buyer shall be deemed to have accepted these Terms and Conditions by the act of i) accepting an offer from Seller, ii) tendering a deposit or payment to Seller, or iii) accepting one or more deliveries from Seller. No modification, amendment, rescission or waiver shall be binding on Seller unless agreed in a writing signed by the parties. Seller objects to and expressly rejects any standard terms and conditions offered or proposed by Buyer, whether appearing on Buyer's website, request for proposal, purchase order, or otherwise.

17.2 Seller may assign or novate its rights and obligations under a Contract, in whole or in part, to any of its affiliates or may assign any of its accounts receivable under this Contract to any party without Buyer's consent. Buyer agrees to execute any documents that may be necessary to complete Seller's assignment or novation. Seller may subcontract portions of the work, so long as Seller remains responsible for it. The delegation or assignment by Buyer of any or all of its rights or obligations under a Contract without Seller's prior written consent (which consent shall not be unreasonably withheld) shall be void.

17.3 Buyer shall notify Seller immediately upon any change in ownership of more than fifty percent (50%) of Buyer's voting rights or of any controlling interest in Buyer. If Buyer fails to do so or Seller objects to the change, Seller may (a) terminate a Contract, (b) require Buyer to provide adequate assurance of performance (including but not limited to payment), and/or (c) put in place special controls regarding Seller's Confidential Information.

17.4 If any Contract provision is found to be void or unenforceable, the remainder of a Contract shall not be affected. The parties will endeavor to replace any such void or unenforceable provision with a new provision that achieves substantially the same practical and economic effect and is valid and enforceable.

17.5 Neither Party shall sell, transfer, assign, subcontract nor sub-license any right or obligation hereunder except as expressly provided herein without the prior written consent of the other Party except to a successor in interest by sale of all or substantially all of the assets of such Party or by merger or consolidation.

17.6 The following Articles shall survive termination or cancellation of a Contract: 2 through 8, 10 through 15, and 17.

17.7 A Contract represents the entire agreement between the parties. No oral or written representation or warranty not contained in this Contract shall be binding on either party. Buyer's and Seller's rights, remedies and obligations arising from or related to Products

and Services sold under this Contract are limited to the rights, remedies and obligations stated in this Contract. No modification, amendment, rescission or waiver shall be binding on either party unless agreed in writing.

17.8 Except as provided in Article 14 (Limitations of Liability), a Contract is only for the benefit of the parties, and no third party shall have a right to enforce any provision of this Contract.

17.9 The Parties hereby agree that each party and their Affiliates shall not solicit and shall not hire the employees of the other party or any Affiliate of such party for three (3) years from the date of the most recent Contract, except as otherwise prohibited by applicable law.

17.10 If Buyer fails to make any payment due or otherwise breaches a Contract, these Terms and Conditions, or its other agreements with Seller, Buyer shall pay Seller's reasonable attorney's fees and costs for collection and/or enforcement.

17.11 A Contract may be signed in multiple counterparts that together shall constitute one agreement.

17.12 Seller shall have the right to amend, revise, and update these Terms and Conditions at any time.