



CLYDE INDUSTRIES, INC.
GENERAL TERMS AND CONDITIONS FOR SALE OF EQUIPMENT

1. **THE CONTRACT:** The Contract shall be comprised of the following terms, together with such terms and conditions as are set forth in CLYDE INDUSTRIES, INC.'s written proposal or quotation, including any documents, drawings or specifications incorporated therein by reference, and any additional or different terms proposed in Buyer's purchase order (the "Purchase Order") that are accepted by CLYDE INDUSTRIES, INC. in writing, which together shall constitute the entire agreement between the parties, provided, however, that preprinted terms on Buyer's purchase order or invoice shall not apply and CLYDE INDUSTRIES, INC. gives notice of objection to such terms. An offer by CLYDE INDUSTRIES, INC. in its proposal or quotation that does not stipulate an acceptance date is not binding. This Contract shall be deemed to have been entered into upon the earlier of (i) written acknowledgement of the Purchase Order by an officer or authorized representative of CLYDE INDUSTRIES, INC., or (ii) Buyer's acceptance of delivery, receipt or use of the Equipment. This Contract may not be modified, supplemented, or waived except in writing, executed by an authorized representative of the party to be bound.
2. **DEFINITIONS:** The term "Seller" means Clyde Industries, Inc., acting through or on behalf of its subsidiaries, successors in interest or affiliates. The term "Buyer" means the individual, corporation or other legal entity that has submitted an Order to Seller. The term "Order" means Buyer's expressed request, whether oral or written, to purchase Equipment from Seller. The term "Equipment" or "Works" means all of the products, materials and related services that Buyer desires to purchase from Seller.
3. **PRICE:** The priced quoted in the proposal or quotation shall be the "Purchase Price" unless otherwise agreed in the Purchase Order. The Purchase Price for Equipment shall include packing for shipment. Field services shall be provided at CLYDE INDUSTRIES, INC.'s standard rates. All other costs, including packing for storage, freight, insurance, taxes, customs duties and import/export fee, any country specific taxes such as VAT, or any other item not specified in the Contract, shall be paid by Buyer unless separately stated in the proposal or quotation and included in the price quoted. Any sales, use, or other taxes and duties imposed on the transaction or the Equipment supplied shall be paid or reimbursed by Buyer.
4. **PAYMENT TERMS:** Payment shall be made in US Dollars by electronic funds transfer (ACH or wire transfer) and must be received by Seller in full, without set-off or other deduction, not later than 30 days from the date of CLYDE INDUSTRIES, INC.'s invoice ("Due Date"). If the Due Date falls on a day which is a Saturday, Sunday or legal holiday in the US, then payment shall be due on the last business day immediately prior to such Saturday, Sunday or legal holiday. Failure by Buyer to make full payment by the Due Date shall constitute a default. In such case, and in addition to any other rights available to Seller at law or in equity, Seller will be entitled to assess interest charges of 15% per annum upon Buyer for any overdue amounts (as well as on any judgment for the same). Additionally, CLYDE INDUSTRIES, INC. may, after giving not less than fourteen (14) calendar days' notice to the Buyer for non-payment, suspend all or any part of the Works. All Orders are subject to credit approval by Seller. Whenever reasonable grounds for insecurity arise with respect to due payment from Buyer or with respect to Buyer's financial condition generally, Seller may demand different terms of payment from those specified above, and may demand additional assurance of Buyer's due payment at any time. Any such demand may be oral or in writing and Seller may, upon the making of such demand, stop production and suspend shipments hereunder. If, within the period stated in such demand, Buyer fails or refuses to agree to such different terms of payment or fails or refuses to give adequate assurance of due payment, Seller may, at its option, treat such failure or refusal as a repudiation of the portion of this Order which has not been fully performed or may resume production and may make shipment under reservation of possession or of a security interest and may demand payment against tender of documents of title.
5. **Order Acceptance:** Buyer's Order is subject to acceptance by Seller, which acceptance is made expressly contingent upon Buyer's agreement to Seller's terms and conditions. Acceptance of this Order is subject to all of the terms set forth herein upon which such terms shall constitute the sole terms and conditions



of this Order. Buyer's assent to all such terms and conditions shall be conclusively presumed (A) when Buyer receives this document, electronically or otherwise, and makes no written objection within ten (10) days of such receipt; or (B) when Buyer accepts all or any part of the Equipment reflected by the Order. Seller objects to any terms or conditions that differ from or are in addition to those stated herein. This Order, can be modified only by a writing signed by Seller.

6. **ACCEPTANCE AND INSPECTION:** Buyer shall promptly inspect all Equipment within two (2) days after delivery or such other period of time as is agreed in the Purchase Order. In the event Buyer does not act within the time limit provided above, Buyer agrees that it shall be conclusively presumed to have accepted the Equipment and waived its right to revoke acceptance. Buyer shall make all claims including claims for shortages, excepting only those provided for under the warranty clause contained herein, in writing within such 2-day period or they are waived. Services shall be accepted upon completion. Buyer shall not revoke its acceptance. Buyer may reject the Equipment only for obvious defects, incorrect quantity or delivery of incorrect Equipment. Buyer's remedy for any defects in material or workmanship after the acceptance period shall be in accordance with Section 15, Warranty. If tests are made by Buyer to demonstrate the ability of the Equipment to operate under the contract conditions, Buyer is to make all preparations and incur all expenses incidental to such tests. CLYDE INDUSTRIES, INC. will have the right of representation at such tests at its expense, and the right to technically direct the operation of the Equipment during such tests, including requiring a preliminary run for adjustments. In the event that a performance test, trial operation, or taking over is delayed for reasons beyond CLYDE INDUSTRIES, INC.'s control for more than ten (10) days, the respective Works shall be considered tested and taking over shall be deemed to have occurred upon expiry of such ten (10) day period and a taking over certificate shall be issued or deemed to be issued immediately.
7. **SHIPMENTS:** Seller may make partial shipments and may invoice for each such partial shipment separately. Each partial shipment will be deemed to be a separate sale. Delay in delivery of any partial shipment will not relieve Buyer of its obligation to accept delivery of remaining shipments.
8. **TITLE AND RISK OF LOSS:** CLYDE INDUSTRIES, INC. represents that it will deliver to Buyer title to the Equipment free of any liens or claims created or suffered by CLYDE INDUSTRIES, INC.; provided, however, that CLYDE INDUSTRIES, INC. will, at its option, retain a security interest in the Equipment (with right of repossession) until full payment of the Purchase Price is received by CLYDE INDUSTRIES, INC. from Buyer. Buyer agrees to execute all instruments reasonably required to evidence and perfect such security interest or its equivalent under the laws of the United States. Full risk of loss (including transportation delays and losses) shall pass to Buyer upon shipment unless agreed upon otherwise, regardless of whether title has passed to Buyer, transport is arranged or supervised by CLYDE INDUSTRIES, INC., or start-up is carried out under the direction or supervision of CLYDE INDUSTRIES, INC. Delivery shall be undertaken by a transport company of CLYDE INDUSTRIES, INC.'s choosing.
Loss or destruction of the Equipment or injury or damage to the Equipment that occurs while the risk of such loss or damage is borne by Buyer does not relieve Buyer of its obligation to pay CLYDE INDUSTRIES, INC. for the Equipment.
9. **TAXES:** Prices and charges do not include state or federal excise, sales or use, or other taxes (if any) now in effect or hereafter levied by reason of this transaction. All such taxes shall be paid by Buyer.
10. **DELIVERY, DELAYS & FORCE MAJEURE:** Although CLYDE INDUSTRIES, INC. will arrange for shipment, Buyer shall pay all insurance and freight charges and bear the risk of transportation and all other risk of loss after delivery. The date of delivery is based upon CLYDE INDUSTRIES, INC.'s current scheduling. CLYDE INDUSTRIES, INC. reserves the right to make delivery at any time within thirty (30) days before or after the date indicated. Seller shall use reasonable efforts to fill this Order in accordance with the estimated shipping date, but shall not be responsible for any delays in filling this Order nor liable for any losses or damages resulting from such delays, and this Order shall not be subject to cancellation for such delays. CLYDE INDUSTRIES, INC. shall use reasonable efforts to meet quoted delivery dates, which are estimated based on conditions known at the time of quotation. Under no circumstances shall CLYDE INDUSTRIES, INC. be liable for any nonperformance, loss, damage, or delay

due to, but not limited to, such events as war, riots, insurrection, fire, flood, strikes or other labor difficulty, order or directive of any government authority, acts of God, acts of the Buyer or its customer, delays in transportation, failures of suppliers or subcontractors, inability to obtain necessary labor or materials from usual sources, or other causes beyond the reasonable control of CLYDE INDUSTRIES, INC. ("Force Majeure"). In the event of delay in performance due to any such cause, the date of delivery or time for completion will be extended to reflect the length of time lost by reason of such delay. Any additional costs due to such causes shall be submitted to Buyer by change order for approval upon which Buyer's approval shall not be unreasonably withheld. CLYDE INDUSTRIES, INC. shall not be liable for any loss or damage to Buyer resulting from any delay in delivery, or any material delay, impediment or prevention caused by or attributable to the Buyer or end customer, the Buyer's or end customer's personnel, or other suppliers at site. CLYDE INDUSTRIES, INC. shall also be entitled to an extension of time and to additional costs if there is a suspension of the Works by the Buyer, or a change of the applicable laws or in the judicial or official governmental interpretation of such laws, made after the signing date of the Contract, which affect CLYDE INDUSTRIES, INC. in the performance of its obligations under the Contract. The duty to pay for any outstanding deliverables received from CLYDE INDUSTRIES, INC. to Buyer and accepted by Buyer shall not be delayed by this clause.

11. CLYDE INDUSTRIES, INC. shall indemnify and hold harmless the Buyer against all third party claims, demands, costs, charges, and expenses arising from or incurred by reason of any infringement of alleged infringement of the intellectual property rights of any third party by the use or possession of CLYDE INDUSTRIES, INC.'s Works. If Buyer notifies CLYDE INDUSTRIES, INC. promptly of the receipt of any such infringement or claim, affecting the use of the Works, CLYDE INDUSTRIES, INC. shall, at its own expense and option, either:
 - a. Settle the claim or any suit or proceeding and pay all damages and costs awarded in it against
 - b. Modify the Works so that they become non-infringing
 - c. Replace the Works with non-infringing Works
 - d. Remove the infringing item and refund the price
12. Buyer acknowledges that the remedies expressed herein are its sole and exclusive remedies for such infringement claims under any and all circumstances. CHANGES: Buyer may request, in writing, changes in the design, drawings, specifications, shipping instructions, and shipment schedules of the Equipment. As promptly as practicable after receipt of such request, CLYDE INDUSTRIES, INC. will advise Buyer what amendments to the Contract, if any, may be necessitated by such requested changes, including but not limited to amendment of the Purchase Price, specifications, shipment schedule, or date of delivery. Any changes agreed upon by the parties shall be evidenced by a change order signed by both parties. CLYDE INDUSTRIES, INC. shall not be liable for any delays that occur due to changes requested by Buyer.
13. CANCELLATION OR TERMINATION:
 - a. Insolvency. Either party shall be entitled to terminate this Contract and any outstanding Statement of Work, and the parties' duties and obligations hereunder and thereunder, on thirty (30) days prior written notice to the other party in the event the other party becomes insolvent or seeks protection, voluntarily or involuntarily, under applicable bankruptcy laws.
 - b. Payment Default. This Contract, and the parties' duties and obligations hereunder, may be terminated by CLYDE INDUSTRIES, INC. upon Buyer's failure to make payment under any undisputed portion of any invoice on the Due Date for such invoice and Buyer's failure to cure such delinquency within ten (10) days following receipt of written notice therefrom from CLYDE INDUSTRIES, INC. to Buyer.
 - c. Termination for Cause. Either party may terminate this Contract at any time, upon forty-five (45) days prior written notice to the other party, if the other party materially breaches any term or condition of this Contract (other than a payment default) and fails to cure such breach within a reasonable period of time. As used in this Contract, a "material breach" shall mean a material misstatement or omission



in any representation or warranty of a party, or a breach or default in the performance of any agreement, covenant or obligations of a party hereto which, in any such case, deprives the non-breaching party of a material right or benefits in any material respect.

- d. Effect of Termination. In the event of termination, both parties shall be liable for all obligations that accrued prior to termination, including completion of deliveries under any open Statement of Work unless the non-breaching party elects not to have the open Statement of Work completed, and for all obligations that survives the termination or expiration of this Contract. The Buyer shall further pay CLYDE INDUSTRIES, INC. all outstanding payments for Works performed until the termination's effective date as well as the cost of Equipment and materials reasonably ordered for the Work which have been delivered to the Buyer, or of which CLYDE INDUSTRIES, INC. is liable to accept delivery. The Buyer shall promptly return any security CLYDE INDUSTRIES, INC. has issued after notice of termination, and CLYDE INDUSTRIES, INC. shall be released from any further warranty obligation.
- e. Buyer's Termination of Specially Designed Equipment: Buyer acknowledges that the Equipment is to be fabricated specially upon Buyer's Order to specifications unique to Buyer's requirement, that CLYDE INDUSTRIES, INC. will enter into commitments with suppliers and subcontractors for such purpose, and that the Equipment is not readily saleable to other purchasers.
- f. Buyer may not terminate any Order without the written consent of Seller. If Seller consents to such termination, reasonable termination charges computed by Seller shall be assessed in connection with such termination.

14. WARRANTY: CLYDE INDUSTRIES, INC. warrants that the Equipment supplied will be free from defects in material and workmanship for a period of twelve (12) months from the date of initial operation of the Equipment, or eighteen (18) months from the date of shipment, whichever shall first occur. CLYDE INDUSTRIES, INC. further warrants that the services or labor provided to Buyer by Seller personnel at Buyer's site shall be performed in a good, workmanlike manner in accordance with industry standards and warranted for a period of ninety (90) days after completion of the Service provided. Buyer shall report any claimed defect in writing to CLYDE INDUSTRIES, INC. immediately upon discovery within the warranty period. CLYDE INDUSTRIES, INC. shall be provided a reasonable opportunity to inspect the claimed defective Equipment or services and cure. CLYDE INDUSTRIES, INC.'s only liability with respect to the Equipment or services sold under this Contract shall be to, at its sole option, repair the Equipment, furnish replacement Equipment or parts thereof, at the original delivery point, or re-perform the services. CLYDE INDUSTRIES, INC. shall not be liable for costs of removal, reinstallation, or gaining access. If Buyer or others repair, replace, or adjust Equipment or parts without CLYDE INDUSTRIES, INC.'s prior written approval, CLYDE INDUSTRIES, INC. is relieved of any further obligation to Buyer under this section with respect to such Equipment or parts. The repair or replacement of the Equipment or spare or replacement parts by CLYDE INDUSTRIES, INC. under this section shall constitute CLYDE INDUSTRIES, INC.'s sole obligation and Buyer's sole and exclusive remedy for all claims of defects. Notwithstanding any other provision contained herein or any other obligation of Buyer hereunder, Buyer, upon acceptance of Equipment that are the subject of this Order, warrants that Buyer, its successors, assigns, agents and employees are industrial users of such Equipment and possess the knowledge and expertise to use the same in accordance with:

- a. Accepted industry standards;
- b. All applicable laws;
- c. Prudent safety practices; and
- d. Operating manuals or other instructions provided by Seller, if any.

15. CLYDE INDUSTRIES, INC. MAKES NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND WITH RESPECT TO THE EQUIPMENT OR SERVICES OTHER THAN AS SPECIFIED IN THIS AGREEMENT. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR

PURPOSE, ARE HEREBY DISCLAIMED.

- a. For purposes of the Section, the Equipment warranted shall not include equipment, parts, and work not manufactured, supplied or performed by CLYDE INDUSTRIES, INC. With respect to such equipment, parts, or work, CLYDE INDUSTRIES, INC.'s only obligation shall be to assign to Buyer any warranty provided to CLYDE INDUSTRIES, INC. by the manufacturer or supplier providing such equipment, parts or work. No Equipment furnished by CLYDE INDUSTRIES, INC. shall be deemed to be defective by reason of normal wear and tear, failure to resist erosive or corrosive action of any fluid or gas, Buyer's failure to properly store, install, operate or maintain the Equipment in accordance with good industry practices or specific recommendations of CLYDE INDUSTRIES, INC, or Buyer's failure to provide complete and accurate information to CLYDE INDUSTRIES, INC. concerning the operational application of the Equipment. This warranty shall not apply: (i) if the Equipment has been modified, changed or altered by anyone other than CLYDE INDUSTRIES, INC.; (ii) if the Equipment is improperly installed and CLYDE INDUSTRIES, INC. did not provide the installation services, (iii) if the Equipment is being improperly operated and/or used in any way other than as contemplated by its Specifications or the applicable Statement of Work; or (iv) if the damage or defect is caused by fire, flood, wind, lightning or similar occurrences. If any of Buyer's warranty claims fall within any of the above exceptions, then the warranty shall become immediately null and void and shall be of no further force or effect with respect to such Equipment and Buyer shall pay CLYDE INDUSTRIES, INC.'s costs of investigating and identifying the problem, and CLYDE INDUSTRIES, INC.'s expenses to repair or correct the problem, based on CLYDE INDUSTRIES, INC.'s then-current charges.

16. LIMITATION OF LIABILITY:

CLYDE INDUSTRIES, INC. shall in no event be liable for any consequential, incidental, indirect, special or punitive damages arising out of the Contract, or out of any breach of any of its obligations hereunder, or out of any defect in, or failure of, or malfunction of the Equipment, including but not limited to, claims based upon loss of use, lost profits or revenue, interest, lost goodwill, work stoppage, impairment of other equipment, environmental damage, nuclear incident, loss by reason of shutdown or non-operation, increased expenses of operation, cost of purchase replacement power or claims of buyer or customers of buyer for service interruption whether or not such loss or damage is based on contract, tort (including negligence and strict liability) or otherwise. CLYDE INDUSTRIES, INC.'s maximum aggregate liability, including liquidated damages, excluding any further limitations stated within these terms/conditions, under this Contract shall not exceed the Purchase Order amount of the Equipment or portion thereof upon which such liability is based. All such liability shall terminate at expiration of the warranty period, if not sooner terminated. The liabilities contained herein are in lieu of and to the exclusion of any other liability, whether written, oral or statutory. CLYDE INDUSTRIES, INC.'s liability for all claims of any kind under this clause shall in no case exceed the Purchase Price, except for property damage, bodily injuries or death, to the extent caused by CLYDE INDUSTRIES, INC.'s negligence or willful misconduct. Unless otherwise stipulated by compulsory law, any such obligation shall expire and become time-barred upon expiry of the warranty period.

17. AMENDMENT AND ENTIRE AGREEMENT: No waiver, alteration or amendment hereof shall be binding unless made in writing and executed by the party against whom such waiver, alteration or amendment is sought to be enforced. Waiver by either party of any default shall not be deemed a waiver of any other default. This Contract, together with each Statement of Work and any applicable change order issued hereunder (each of which is incorporated herein by reference), sets forth the entire agreement and understanding of the parties with respect to transactions contemplated hereby and thereby and supersedes any and all prior contracts, agreements and understandings of the parties relating to the subject matter hereof and thereof
18. TECHNICAL DOCUMENTS: Technical documents furnished by CLYDE INDUSTRIES, INC. to Buyer, such as drawings, descriptions, designs and the like, shall be deemed provided to Buyer on a confidential basis, shall remain CLYDE INDUSTRIES, INC.'s exclusive property, shall not be provided in any way to third

parties, and shall only be used by Buyer for purposes of installation, operation and maintenance of the specific Equipment which is the subject matter of such documentation. All other technical data are to be used for information only. CLYDE INDUSTRIES, INC. may deviate therefrom in its detailed design, provided the quality of the Works is thereby not affected. Technical documents submitted in connection with a quotation that does not result in a Purchase Order shall be returned to CLYDE INDUSTRIES, INC.

19. **DISPUTE RESOLUTION:** Any dispute arising out of or relating to this contract, including the breach, termination or validity thereof, whether based on action in contract or tort, shall be finally resolved by civil litigation by a judge sitting without a jury.

- a. **Litigation:** If the dispute has not been resolved by negotiation as provided herein within forty-five (45) days, -this Contract does not preclude either party from initiating litigation; provided, however, that if one party fails to participate in the negotiation as agreed herein, the other party can initiate litigation prior to the expiration of the time periods set forth above.
- b. **Waiver of Jury Trial:** The parties agree that any trial of their dispute shall be heard by a judge sitting without a jury and that their constitutional right to trial by jury is hereby waived. The parties knowingly, intelligently and voluntarily waive their right to trial by jury, after having opportunity to confer with counsel regarding such waiver.

20. **GOVERNING LAW:** This Contract shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Georgia (without giving effect to principles of conflicts of laws) and federal intellectual property laws, without regard for choice of Law). Both parties irrevocably submit to the exclusive jurisdiction of the state and federal courts located in Atlanta, Georgia and both parties waive any right to object to the jurisdiction or venue of the courts in Atlanta, Georgia for such purpose.

21. **CONFIDENTIALITY:**

- a. **Non-Disclosure.** The parties anticipate that both Buyer and CLYDE INDUSTRIES, INC. may learn Confidential and Proprietary Information (as defined below) of the other as a consequence of the transactions contemplated by this Contract. The parties therefore agree, on behalf of themselves, their agents, employees, parents, subsidiaries, officers, directors, and all other persons acting on or for their behalf, (i) to keep all Confidential and Proprietary Information confidential and not to disclose such Confidential and Proprietary Information, either directly or indirectly, to any third party, and (ii) not to use any such Confidential and Proprietary Information for any purpose other than performance of this Contract or as otherwise authorized under any other signed Contract between the parties without the prior written consent of the non- disclosing party.
- b. **Exceptions.** The obligations in this Section 23 shall not apply to any: (i) information that either party knows about the other prior to the execution of this Contract except any information which is the subject of unexpired confidentiality obligations; (ii) information that is publicly known, or becomes publicly known, through no breach by either party; (iii) information that is rightfully obtained by either party from any third party who has no duty of confidentiality under this Contract; (iv) information that is independently developed by or for a receiving party completely apart from the disclosures hereunder, (v) information that is released pursuant to a binding court order or government regulation, provided that the receiving party delivers a copy of such order or action to the other party and reasonably cooperates with the other party if it elects to contest such disclosure or seek an appropriate remedy such as a protective order or (vi) is otherwise necessary to disclose in order to file or prosecute patent applications, prosecute or defend litigation or comply with applicable law, including regulatory filings, or otherwise establish rights or enforce obligations under this Contract, but only to the extent that any such disclosure is reasonably necessary.
- c. **Precautions.** The parties mutually agree to take all reasonably necessary steps, and to prepare and execute all necessary documents, to protect and prohibit the disclosure of Proprietary and Confidential Information under this Section 23 using the higher of a reasonable standard of care or the care used by such party to protect its own confidential or proprietary information of similar

nature. Each party will immediately notify the other party of any information that comes to its attention which might indicate that there has been a loss of confidentiality with respect to such other party's Confidential and Proprietary Information.

- d. Remedies. In the event of a breach or threatened breach by either party of such party's confidentiality obligations in this Section 23, the parties acknowledge and agree that it would be difficult to measure the damage to the non-breaching party from such breach, that injury to such non-breaching party from such breach may be impossible to calculate and that money damages may therefore be an inadequate remedy for such breach. Accordingly, the non-breaching party, in addition to any and all other rights which may be available, shall have the right to seek injunctive relief and other appropriate equitable remedies to restrain any such breach or threatened breach.
- e. Return of Property. Upon request, each party shall immediately return to the other party the originals and all copies of any Confidential Information of the other party. "Confidential Information" is defined as - any information disclosed by a party under this Contract which is disclosed in tangible form or if disclosed in intangible form, such as orally or by visual inspection. Confidential Information may include, but is not limited to, data, know-how, formulas, compositions, processes, documents, designs, sketches, photographs, plans, graphs, drawings, specifications, equipment, samples, reports, customer lists, pricing information, studies, findings, inventions and ideas. Confidential Information may also include and mean all financial, technical and other information, including all copies thereof (including, without limitation, all agreements, files, books, logs, charts, records, studies, reports, surveys, schedules, plans, maps, statistical information and any proprietary information including but not limited to patents, copyrights, trademarks, service marks, technical data, methods, techniques, that may be furnished or disclosed by either party, or acquired directly or indirectly from a party or either of their respective affiliates, including as a result of an inspection of, or visit to, any facility of either party or their respective affiliates, or either party's or their respective affiliates' licensors, licensees, or other customers in connection with the scope and purpose of this Contract. Confidential Information shall also mean all other information contained in the material, except that information which is specifically excluded from the definition by mutual consent of the parties.
- f. Intellectual Property Protection: CLYDE INDUSTRIES, INC. agrees to grant to the Buyer a perpetual, irrevocable, royalty-free, non-exclusive license to use CLYDE INDUSTRIES, INC.'s Project related Intellectual Property Rights limited to the extent as required for the operation and maintenance on CLYDE INDUSTRIES, INC.'s Works. The Buyer shall not be entitled to grant any sub-licenses to third parties except together with a transfer of the Works to the end customer in accordance with this Contract. CLYDE INDUSTRIES, INC.'s documents shall exclude shop or manufacturing drawings or calculations. Documentation, data and drawings provided by CLYDE INDUSTRIES, INC. must not be used to manufacture or to have manufactured proprietary products of CLYDE INDUSTRIES, INC. or its sub-suppliers and for reverse engineering. The Buyer shall treat as confidential all information, data and drawings received from CLYDE INDUSTRIES, INC.

22. MISCELLANEOUS:

- a. Headings used herein are for convenience only and shall not be used for interpretive purpose.
- b. A party's failure to act with respect to another party's breach of any provision contained herein does not constitute a waiver.
- c. If any provision herein is held to be invalid or unenforceable, such provision shall be narrowly construed, if possible, or otherwise deemed ineffective and the remaining provisions shall not be affected.
- d. These terms and conditions will survive the fulfillment of this Order.
- e. With respect to any Orders for shipment outside the U.S., the United Nations Convention on Contracts for the International Sale of Goods will not apply.

23. EXPORT LICENSING.

- a. Buyer understands that exports and re-exports of any Equipment, parts, and any related software, technical data, service, or technical assistance ordered from or otherwise provided by Seller (individually, an "Item" and, collectively, the "Items") are subject to U.S. export, import, customs, antiboycott and economic sanctions laws, regulations, rules and orders (collectively, "Trade Control Laws"). Buyer shall not export, re-export or otherwise transfer or provide any Item, or any product incorporating an Item, in contravention of any Trade Control Law or any end-user certificate provided by Buyer, including to Iran, North Korea, Cuba, or Crimea or to any other embargoed or otherwise sanctioned destination, to anyone listed on any prohibited persons list published by the U.S. Departments of Commerce, Treasury, or State (a "Prohibited Party"), or for a prohibited end-use (such as research on or development of chemical, biological, or nuclear weapons, unmanned air vehicles or missiles; or nuclear explosive or fuel cycle activities or unsafeguarded nuclear activity). Buyer shall only use the Items for non-military, peaceful purposes, unless otherwise specifically agreed to in writing by Seller. Buyer certifies that it is not a Prohibited Party and that it is not owned, directly or indirectly, 50% or more by one or more Prohibited Parties, or located in, under the control of, or a national or resident of any embargoed country. In addition to any other remedy it may have, Seller may suspend and/or cancel the export, delivery, installation, and/or any maintenance or repair service of any Item if (a) Seller has not received all export-related documentation requested by Seller, including end-user certificates, (b) Seller has not received the governmental approvals that Seller deems to be required, or (c) Seller believes that such activity may violate any Trade Control Laws or Seller's own compliance policies. Buyer must notify Seller before providing any technical data to Seller that is controlled under any Trade Control Law. Seller will not be liable to Buyer for any loss or expense if Buyer fails to comply with any Trade Control Law or with the provisions set forth herein. Buyer shall also abide by comparable and applicable non-U.S. trade control laws, unless they contradict U.S. law..

24. ANTI-CORRUPTION. Neither Party has engaged or shall engage in any bribery; provision or receipt of payment, gift, or thing of value (other than the provision or receipt of reasonable gifts and entertainment provided in the ordinary course of business that do not violate this Section 26); kickbacks; collusive bidding; price fixing; or other unfair trade practices. Each Party (and its partners, employees, representatives and agents) shall comply with the U.S. Foreign Corrupt Practices Act ("FCPA") and the applicable anti-bribery and anti-corruption laws of any country outside the United States ("Corrupt Practice Laws"). If either Party learns of or has reason to know of any payment, offer or agreement in connection with this Agreement that represents or could represent a violation of the FCPA or Corrupt Practices Laws, such Party shall immediately advise the other party in writing.

25. SUCCESSOR/ASSIGNMENT: These terms and conditions shall be binding upon and inure to the benefit of Buyer and Seller and their respective successors and permitted assigns. Except as set forth within these terms, neither party may sell, assign, transfer, convey or delegate any of its rights or obligations under this Order without the prior written consent of the other.

26. SUBSIDIARIES AND AFFILIATES: Seller may be acting hereunder on its own behalf or as agent for any one or more persons subsidiary to or affiliated with Seller. This Order may be performed and all rights hereunder against Buyer may be enforced by:

- a. Seller;
- b. Any one or more persons subsidiary to or affiliated with Seller;
- c. A third party designated by Seller;
- d. In part by Seller and in part by its subsidiaries, affiliated persons or third parties.

27. SURVIVAL: The provisions of Sections 4, 6, 14, 15, 16, 18, 22, and 23 shall survive any termination of the Contract.