

1. **APPLICABILITY:** These Global Terms and Conditions of Sale ("Terms") shall govern all sales of Seller's Equipment or Services to Buyer ("Order"). These Terms supersede any prior written or oral agreement, understanding, representation or promise, and any pre-printed or standard terms and conditions contained in Buyer's request for quote, purchase order, invoice, order acknowledgement, or similar document. These Terms may not be amended, supplemented, changed or modified except by concurrent or subsequent written agreement, signed by an authorized representative of Seller and Buyer. Seller's acknowledgement of Buyer's purchase order shall not constitute acceptance of any terms and conditions contained therein, regardless of how such terms and conditions may be prefaced or described.
 2. **DEFINITIONS:**
 "Buyer" means the company who accepted Seller's offer or is named in the Order.
 "Seller" means the company named on the Order for Equipment or Services.
 "Parties" means stated Seller and Buyer.
 "Equipment" means all equipment and parts manufactured by Seller.
 "Service(s)" means work, direction of work, technical information, consulting, advice or services.
 3. **DELIVERY, SUSPENSION OR FORCE MAJEURE:** Products delivered under the contract shall be made EXW (in accordance with INCOTERMS 2010, as amended). In no event shall Seller insure shipment beyond the delivery point. Shipping dates are approximate and based on prompt receipt of all necessary information. In case of delay in furnishing complete information, dates of shipment may be extended for a reasonable time. Products not picked up in accordance with the agreed upon shipment dates shall be treated as cancelled.

 In the event Buyer requests a suspension or delay in completion and/or shipment of the Equipment or any part thereof for any reason, Buyer shall not be entitled to monetary compensation for any suspension or delay unless otherwise agreed to in writing by Parties. Buyer hereby waives and releases Seller for any and all loss, cost, expense or damages arising out of any suspensions or delays.

 Seller shall not be liable for delay in delivery due to causes beyond its reasonable control including, but not limited to, acts of God, acts of government, acts of Buyer, fires, labor disputes, boycotts, floods, epidemics, quarantine restrictions, war, insurrection, terrorism, riot, civil or military authority, freight embargoes, transportations shortages or delays, unusually severe weather or inability to obtain necessary labor, materials or manufacturing facilities due to such causes. In the event of any delay, the date of delivery shall be extended for a length of time equal to the period of the delay.
 4. **TITLE AND RISK OF LOSS/INSURANCE:** Title and Risk of Loss shall pass when the Products are delivered. Seller shall retain a security interest in the products and their proceeds until paid in full. Buyer agrees to maintain appropriate insurance coverage to cover its risks under this agreement.
 5. **WARRANTY:** Subject to limitations in Section 17 herein, Seller warrants to Buyer that for a period of thirty-six (36) months from shipment date, Seller warrants that the Equipment shall be free from defects in materials and workmanship when used for the purposes for which they were designed and manufactured. If the Equipment, or any part thereof, does not conform to this warranty, and Buyer so notifies Seller within fourteen (14) days from the time Buyer discovers or should have reasonably discovered the nonconformity, Seller shall promptly correct such nonconformity by repair or replacement EXW Seller's factory or service center. Seller's sole obligation and Buyer's sole remedy under this warranty is repair or replacement at Seller's election. Seller shall not be responsible for any on-site costs, including removal and reinstallation of any warranted Equipment. Buyer agrees to provide Seller reasonable and clear access to its Equipment which may include removal of materials or structures as well as supplying any equipment, materials or structures which are necessary to provide reasonable access to the Equipment being repaired or replaced. Buyer shall return (freight prepaid), and tagged with a factory or service center Return Material Authorization (RMA number), the defective Equipment to Seller's factory or service center for Seller to verify Buyer's claim that the Equipment is defective. All Equipment repaired or replaced will be re-warranted only for the remainder of the original warranty period. THE EXPRESS WARRANTY SET FORTH HEREIN IS THE EXCLUSIVE WARRANTY OF SELLER AND NO OTHER WARRANTY, EITHER EXPRESSED OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE, SHALL APPLY. Seller is not responsible for repairs or alterations made by others without mutual written agreement between Parties. Seller does not warrant the Equipment or any repair/replacement part against the effects of erosion, corrosion, or normal wear and tear due to operation or the environment. The warranty and remedies set forth herein are conditioned upon proper storage, installation, use and maintenance of the Equipment in all material respects, and in accordance with Seller's written recommendations.
 6. **PAYMENT:** Unless otherwise stated in Seller's proposal, quotation or offer, payments are due net thirty (30) days from date of invoice. Should Buyer for any reason default in the payment of the contract of purchase, Buyer agrees to pay all collection costs, attorney fees and expenses incurred in collecting payment, including interest in the amount due at the maximum legal rate. All transportation, insurance and similar charges incident to delivery shall be paid by Buyer. Seller shall issue its invoice upon shipment, or upon notice to Buyer that Seller is ready to ship, whichever is earlier. Depending on the value of the order, Seller may at its sole discretion require progress payments. If Buyer's financial condition is or becomes unsatisfactory to Seller, Seller reserves the right to require payment from Buyer on a) Cash in Advance basis, b) require an irrevocable letter of credit or other acceptable security before shipment, or c) cancel shipment at any time prior to delivery of the Equipment without further obligation or liability on the Seller's part.
 7. **CHANGES:** Buyer may request modifications as to the amount, scope and/or nature of the Equipment to be supplied by a written change order request. If, in the opinion of the Seller, any modification will affect the agreed fixed price and/or delivery, Seller will notify Buyer thereof in writing and will not be obligated to perform any modification unless agreed to by Seller. Buyer shall confirm that such change is authorized and accepted by issuing an Order revision. Clerical errors or omissions may be corrected at any time. Seller is not liable for misinterpreted specifications after making a bona-fide effort. Buyer shall verify products and materials conform to any application specifications and/or quantities.
 8. **BUYER CANCELLATION:** Buyer may cancel this accepted Order, in partial or in full, only upon written notice and payment to Seller. Seller will not accept changes or cancellation of Equipment without full reimbursement, including reasonable and proper cancellation charges, of all related expenses incurred to date and Buyer's request for cancellation must be accepted in writing at Seller's discretion only.
 9. **SET-OFF:** All amounts that Buyer owes Seller under an Order shall be due and payable according to the terms of an Order. Buyer shall not withhold or delay payment of any amounts due and payable by reason of set-off of any claim, counterclaim, abatement, delay of customer payment, or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.
 10. **NON-DISCLOSURE AND NON-USE OF SELLERS' INFORMATION AND INTELLECTUAL PROPERTY RIGHTS:** Buyer agrees that it will not use Seller's data for the manufacture or procurement of Equipment which are the subject of an Order or any similar Equipment, or cause said Equipment to be manufactured by, or procured from, any other source or reproduce said data and information or otherwise appropriate from them without the written authorization of the Seller. Buyer agrees that it will not disclose or make available to any third party any of Seller's data or other information pertaining to this Order which is proprietary to Seller without obtaining Seller's prior written agreement. No license, either expressed or implied, is granted in any Intellectual Property rights of Seller.
 11. **IMPORT/EXPORT:** Buyer agrees that it will comply with all applicable import and export control laws and/or regulations including without limitation those of the United States and/or other countries from which the Equipment and/or technology may be supplied or to which the Equipment and/or technology may be shipped. In no event shall Buyer use, transfer, release, import, export or re-export the Equipment and/or technology in violation of such application laws and/or regulations. An End-User Declaration form shall be completed by Buyer and submitted to Seller prior to any Work initiated on proposal development and/or purchase order processing.
 12. **TAXES:** Buyer shall be responsible for payment of any tax levied for sales, use, excise, valued-added, goods and services, duties, charges or other such taxes. If Seller is required to pay any taxes or other charges that are the responsibility of the Buyer, then Buyer shall promptly reimburse Seller those amounts in full.
 13. **ASSIGNMENT:** Neither party shall assign an Order or any portion thereof without the advance, written consent of the other party, which consent shall not be unreasonably withheld.
 14. **WAIVER/SEVERABILITY:** Failure by Seller to assert all or any of its rights upon any breach of an Order shall not be deemed a waiver of such rights either with respect to such breach or any subsequent breach, nor shall any waiver be implied from the acceptance of any payment of service. No waiver of any right shall extend to or affect any other right Seller may possess, nor shall such waiver extend to any subsequent similar or dissimilar breach.
 15. **APPLICABLE LAW/DISPUTES:** This Order shall be interpreted in accordance with the laws of the jurisdiction in which the Seller's facility accepting the Order hereunder is located, exclusive of any choice of law provisions. The Seller and Buyer exclusively agree to exclude from this Order the United Nations Convention on Contracts for the International Sales of Goods, 1980, and any successor thereto and the Contracts (Rights of Third Parties) Act of 1999. Except as otherwise specifically agreed in writing by Buyer and Seller, any dispute relating to an Order placed by a Buyer incorporated in the United States which is not resolved by the parties shall be adjudicated by a court of competent jurisdiction in the state of Texas. All disputes arising out of or in connection with an Order placed by a Buyer incorporated outside the United States that shall be finally settled by binding arbitration in London, England, under the Rules of Arbitration of the International Chamber of Commerce then in effect by one or more arbitrators appointed in accordance with said Rules.
 16. **COMPLIANCE WITH LAWS/ANTI-BRIBERY:** Seller and Buyer agree to comply with all applicable laws, regulations, codes and standards, including but not limited to those of the United States and other jurisdictions where the parties conduct business. Additionally, Buyer has not and will not offer, promise, authorize or make, directly or indirectly, any payments, contributions or gifts to any non-U.S. government agency, department, official government owned or controlled entity in order to obtain or retain business, or secure any other improper business advantage, which would violate the U.S. Foreign Corrupt Practices Act and/or any other applicable anti-bribery laws.
 17. **LIMITATION OF LIABILITY/EXCLUSION OF CONSEQUENTIAL LOSS:** The remedies set forth herein are exclusive and the total liability of the Seller with respect to this Order, or any breach thereof, whether based on contract, warranty, tort (including negligence), indemnify, strict liability or otherwise, shall not exceed the Order price of the specific Equipment or Service which gives rise to the claim. In all cases where Buyer claims damages allegedly arising out of defective or nonconforming Equipment or Services, Buyer's exclusive remedies and Seller's sole liability shall be those specifically provided for under Section 5 "Warranty".
- IN NO EVENT, WHETHER ARISING BEFORE OR AFTER COMPLETION OF ITS OBLIGATIONS UNDER THE CONTRACT, SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING BUT NOT LIMITED TO LOSS OF USE, REVENUE OR PROFITS, INVENTORY OR USE CHARGES, COST OF CAPITAL, OR CLAIMS OF CUSTOMERS) INCURRED BY THE BUYER OR ANY THIRD PARTY.**
18. **GENERAL PROVISIONS:** (a) No Action, regardless of form, arising out of transactions under the Order, may be brought by the Buyer more than one (1) year after the cause of action has accrued. (b) Any modification to these Terms must be set forth in a written instrument signed by a duly authorized representative of seller. (c) In the event Buyer has reason to believe the Equipment could be subject to a claim for damages or personal injury, Buyer shall immediately provide Seller with written notice of such claim, and shall provide Seller reasonable opportunity to inspect said Equipment and/or investigate the basis for such potential claim. Buyer (i) accepts the Equipment and services in accordance with the restriction set forth in the preceding sentences, (ii) agrees to communicate such restriction in writing to any and all subsequent purchasers or users, and (iii) agrees to defend, indemnify and hold harmless Seller from any and all claims, losses, liability, suits in any nuclear or nuclear related applications, whether the cause of action be based in tort, contract or otherwise, including allegations that the Seller's liability is based on negligence or strict liability.
 19. **TRANSLATIONS/GOVERNING LANGUAGE:** English shall be the legal language of this Order, and all parties waive any right to use and/or rely upon any other language, translation or interpretation. The parties specifically agree that the case of inconsistencies or interpretation disputes, the English language version shall control.