

Standard Terms and Conditions - Service

1. **Definitions:** The term "Seller" as used herein shall mean Verantis Corporation or its subsidiaries. The term "Buyer" shall mean the person, firm, corporation, or other entity to whom or to which, as the case may be, this contract is submitted or who or which, as the case may be, would pay for the equipment, materials, components, and/or services which are the subject of this contract, if the same were purchased.
2. **General and Legal Effect:** Seller's sale to Buyer is limited to and expressly made conditional on Buyer's assent to the typed and printed terms and conditions of sale on the face and reverse side hereof, all of which form a part of this order and supersede and reject all prior writings, representations and negotiations with respect hereto and any conflicting terms and conditions of Buyer. Unless Buyer now expressly conditions Buyer's purchase documents, in a typed or handwritten portion of Buyer's purchase forms, upon assent to additional or different terms and conditions of Buyer, or unless Buyer otherwise communicates such an expressly conditioned objection to Seller within five (5) days from receipt of this document, the sending of a purchase order for the goods referenced to herein, whether or not signed by Buyer, any printed statement to the contrary notwithstanding, or Buyer's acceptance of goods or payment operates as ACCEPTANCE BY BUYER of Seller's terms and conditions of sale.

Any writing so expressly conditioned by Buyer shall be construed as an acceptance of all terms and conditions in which the parties agree on which appear only in Seller's sales documents, a rejection of the terms and conditions of Seller which are different from those of Buyer and a counteroffer subject to written acceptance by Seller in respect of those and any additional Buyer terms and conditions.

Seller will furnish only the quantities and items specifically listed on the face hereof. Seller assumes no responsibility for furnishing other equipment or material shown in any plans and or specifications for project to which the goods ordered herein pertain.

Any action for breach of contract must be commenced within one (1) year after the cause of action has accrued.

3. **Service Warranty:** Seller warrants that the services performed by the Field Service Representative(s) will be done in accordance with Seller's standards and in a manner consistent with companies providing the same type of service. If, within ninety (90) days of Seller providing the Field Service, such Field Service is proven by Buyer to be not in accordance with such standards and practices, then Seller will re-perform the Field Service that was defective.

However, any technical information furnished and the recommendations submitted to the Buyer by the Field Service Representative(s) will be AS IS and shall not impose any liability on Seller. Any report issued does not purport to set forth all discrepancies or hazards nor to indicate other discrepancies or hazards do not exist. SELLER ASSUMES NO LIABILITY WITH RESPECT TO THE USE OF, OR FOR DAMAGES RESULTING FROM, THE USE OF ANY INFORMATION, METHOD, OR PROCESS DISCLOSED IN ANY REPORT ISSUED UNDER THIS CONTRACT.

THE ABOVE EXPRESS WARRANTY IS OFFERED IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES, WRITTEN OR ORAL, WHETHER IN LAW OR EQUITY, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OR TRADE, WHICH THE SELLER SPECIFICALLY DISCLAIMS.

The foregoing shall constitute the sale and exclusive remedy of Buyer and the sale and exclusive liability of Seller for deficient Field Service, whether arising under breach of contract, or in tort, including negligence, strict liability, or otherwise.

4. **Defective Good(s) (if applicable):** Providing Buyer notifies Seller promptly in writing within 10 days after owner first has knowledge of same, if within one (1) year from date of shipment, goods or parts manufactured by Seller fail to function properly under normal and proper use and service (normal wear and tear are excluded and are not covered by warranty nor is damage or premature failure by improper installation), because of defects in material or workmanship demonstrated to Seller's satisfaction to have existed at the time of delivery.

Seller, reserving the right to either inspect them in Buyer's hands or request their return to Seller, will at Seller's option repair or replace at Seller's expense F.O.B. Seller's point of manufacture or give Buyer proper credit for such goods or parts determined by Seller to be defective, with all dismantling and reassembly and necessary packaging and transportation costs to be assumed by Buyer. The foregoing shall not apply to goods that shall have been altered or repaired after shipment to Buyer by anyone except Seller's authorized employees and Seller will not be liable in any event for alterations or repairs except those made with its written consent. Buyer shall be solely responsible for determining suitability for use and Seller shall in no event be liable in this

respect. The goods or parts manufactured by others but furnished by Seller will be repaired or replaced only to the extent of the original manufacturer's guarantee

Seller's obligations and liabilities hereunder shall not be enforceable until such goods or parts have been fully paid for. Buyer agrees that if the goods or parts sold hereunder are resold by Buyer, Buyer will include in the contract for resale provisions that limit recoveries against Seller in accordance with this section. In the case of Seller's failure to fulfill any performance representation, it is agreed that Seller may at Seller's option to remove and reclaim the goods or parts covered by this Agreement at Seller's own expense and discharge all liability by repayment to the Buyer of all sums received on account of the purchase price.

THE FOREGOING OBLIGATIONS ARE IN LIEU OF ALL OTHER OBLIGATIONS AND LIABILITIES INCLUDING NEGLIGENCE AND ALL WARRANTIES OF FITNESS OR MERCHANTABILITY OR OTHERWISE EXPRESSED OR IMPLIED IN FACT OR BY LAW, AND STATE SELLER'S ENTIRE AND EXCLUSIVE LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR ANY CLAIM OF DAMAGES IN CONNECTION WITH THE SALE OR FURNISHING OF GOODS OR PARTS OR SERVICES. THEIR DESIGN, SUITABILITY FOR USE, INSTALLATION OR OPERATION.

No employee or agent of Seller is authorized to make any warranty other than that which is set forth herein, unless specifically stated otherwise in our proposal. The provisions in any specification or chart issued by Seller or attached hereto are descriptive only and are not warranties or representations. Seller will certify to a rated capacity in any particular goods upon request.

5. **Limitation of Liability:** In no event shall the total liability of the Seller arising out of the performance or breach of this Purchase Order, whether based on contract, warranty, negligence, indemnity, strict liability or otherwise exceed the value of the Purchase Order price. The Seller shall in no event be liable for any consequential, incident, direct or indirect, special or punitive damages arising out of this Purchase Order or any breach thereof, or any defect in the Equipment purchased hereunder, including, but not limited to, lost profits or revenue, work stoppage, impairment of other goods, loss by reason of shutdown or non-operation or increased expenses of operation, whether or not such loss or damage is based on contract, warranty, negligence, indemnity, strict liability or otherwise.
6. **Credit and Payment:** Payment for services shall be thirty-days (30) net. A late charge of one-and-one half percent (1- ½ %) per month, a rate of eighteen percent (18%) per annum, or the maximum permitted by law whichever is less, will be imposed on all past due invoices. Seller reserves the right at any time to suspend credit or to change credit terms provided herein, when in its sole opinion Buyer's financial condition so warrants. Failure to pay invoices at maturity date of Seller's election makes all subsequent invoices immediately due and payable irrespective of terms, and Seller may terminate this Agreement. Acceptance by Seller of less than full payment shall not be a waiver of any of Seller's rights. Buyer represents by sending each purchase order to Seller that Buyer is not insolvent as that term is defined in applicable state or federal statutes. In the event Buyer becomes insolvent before deliver of any services purchased hereunder, Buyer will notify Seller in writing. A failure to notify Seller of insolvency at the time of service shall be construed as a reaffirmation of Buyer's solvency at that time. Regardless or price quoted, all orders will be invoiced in the minimum amount of \$250.00 (Two Hundred and Fifty US Dollars) net.
7. **Assignment:** Neither Seller nor Buyer may assign any right or interest in this contract, unless such assignment is mutually agreed.
8. **Cancellation:** Buyer may cancel service orders only by written notice and only upon conditions that Buyer makes full payment to Seller for all costs incurred due to the cancellation which upon receipt of such notice by Seller, and within thirty (30) calendar days of completion shall be made by Buyer on the basis of actual cost of cancellation plus twenty percent (20%) of such costs and expenses. All cancellation charges from Seller to Buyer are due upon receipt of documentation.
9. **Termination:** Seller may by written notice to Buyer terminate the whole or any part of this contract in any one of the following circumstances: (1) If Buyer fails to remit payment within the time specified herein or any authorized extension thereof; or (2) if Buyer fails to perform any of the other provisions of his contract as to endanger performance of this contract in accordance with its terms; and Seller shall not by reason of such termination be liable to Buyer for any compensation, reimbursement, or damages including in particular, but not limited to any direct, indirect, special, incidental or consequential damages or losses whatsoever, on account of expenditures, investments or commitments.
10. **Contract Extras:** Except as expressly stated in Seller's quotation, rates do not include any parts required to perform the service or any time outside the normal working hours which are outlined in Part "A" rates. If parts are ordered to perform the services or if work outside the normal routine working hours is required, such parts or work shall be charged to and paid by the Buyer in addition to the rates set forth herein.
11. **Taxes:** The contract price includes federal, state, and local taxes levied on wages and/or salaries paid to Sellers employees and all taxes based upon net income of Sellers business. However, the Contract Price is exclusive of any present or future foreign or US, federal, state, or local sales, use, or other tax with respect to the material, equipment, or services covered hereby; of any other

present or future excise tax upon or measured by the gross receipts from this transaction or any other allocated portion thereof or by the gross value of the material, equipment, or services covered hereby; and of any present or future property tax or other similar change with respect to the material, equipment, or services covered hereby. If Seller is required by applicable law or regulation to payer collect any such tax or taxes on account of this transaction or the material, equipment, or services covered hereby, then such amount of tax shall be paid by the Buyer in addition to the prices herein provided for.

12. **Disclaimer of Damages:** Notwithstanding any other provision of the contract, in no event shall the Seller or its subcontractors or suppliers be liable, whether arising under contract, tort (including negligence), strict liability, or otherwise, for loss of anticipated profits, loss by reason of plant shutdown, non-operation or increased expense of operation, service interruptions, cost of purchased or replacement power, claims of customers, cost of money, loss of use of capital or revenue, fines or penalties assessed or levied against the Buyer or owner by any governmental agency based on the operation, non-operation, or use of the equipment, components, or services decontamination expenses, or for any special, incidental, indirect, or consequential loss or damage of any nature arising at any time or from any cause whatsoever.
13. **Local Labor:** In areas where local labor practices dictate that the Field Service Representative(s) be assisted by Construction Craft personnel while performing these on-site service functions, the Seller will not accept charges for such assistance, when such charges have not previously been agreed to and accepted in writing by the Seller's Authorized Representative.
14. **Facilities:** The Buyer shall provide adequate field office facilities and normal personal conveniences at no charge to Seller. Any required reports and documentation will be prepared at the job site.
15. **Access:** Seller's Field Service Representative(s) shall be given free access to the work areas at all reasonable times work is being performed "Free access" includes, without in any way limiting the generality of the terms, the right of the Field Service Representative(s) to enter the Buyer's premises without Seller or the Field Service Representative(s) being required to execute documents, releases, or waivers purporting to release the Buyer or others from liability arising out of the bodily injury of the Field Service Representative(s).
16. **Indemnity:** Buyer shall indemnify and hold harmless Seller against any loss, liability, or expense in connection with any accidents, injury to person (including death), and property damage at any time arising out of or in connection with the services provided hereunder, except for bodily injury (including death) and third party property damage occurring while the Field Service Representative(s) is at Buyer's site, and where the Field Service Representative(s)'s negligence is the sale direct and proximate cause of the accident, injury, or damage.
17. **Permits:** Where the laws, rules, or regulations of federal, state or local governments, or any agency thereof, require permits, licenses, or approval of plans and specification for the Field Service Representative(s)'s services, or permits or licenses for the installation or use of equipment or materials provided pursuant to this contract, Buyer assumes the responsibility for securing such permits, licenses, and approvals from the proper authorities and for payment of any required fees.
18. **Title and Risk of Loss or Damage:** Title and all risk of loss or damage to equipment, materials, or components (if any) furnished by Seller under this contract shall pass to Buyer upon delivery F.O.B. carrier at point of shipment.
19. **Performance:** Seller's performance will be subject to any and all prohibitions, restrictions, regulations, or priorities of the federal and/or state government(s) and of any subdivision or agency thereof. In addition, the Seller shall not be in default of this contract nor shall it be liable for any expense, loss, or damage, including liquidated damages, by reason of any failure in performance of said contract in accordance with its terms, if such failure or delay arises out of causes beyond the reasonable control of Seller. Such causes may include, but are not limited to fires, floods, acts of God, strikes, labor disputes, labor shortages, disputes or disruptions, inability to secure materials or equipment, fuel or other energy shortages, riots, thefts, accidents, transportation delays, acts of terrorism, civil disruption, acts of war declared or undeclared, acts or failure to act of Government or Buyer, delay in obtaining licenses, major equipment breakdown, or any other cause whatsoever, whether similar or dissimilar to those enumerated above, beyond the reasonable control of Seller. In every case, the time for Seller's performance shall be extended by a period of time equal to the time lost by reason of such cause or causes. In addition, with respect to acts, failures to act, or to delays in acting on the part of Buyer or other delays attributable to Buyer, the contract price shall be adjusted to take into account any increased direct and indirect costs incurred by the Seller by reasons of such delay, plus a reasonable profit therein.
20. **Operation of Equipment:** The Seller's Field Service Representative(s) is authorized only to advise and consult with Buyer, and no representative of Seller is authorized or licensed to operate equipment; thus, all operation of the equipment shall be performed by and under the control of Buyer. However, the Field Service Representative(s) may cooperate with and assist personnel of the Buyer, as needed.
21. **Proprietary Information: Records, Audits and Proprietary Data:** Unless otherwise specifically agreed to in writing signed by an authorized officer, neither Buyer nor any representative of Buyer, nor any other person, shall have any right to examine or audit Seller's cost accounts, books or records of any kind or on any matter, or be entitled to or have control over any manufacturing engineering or production prints, drawings or technical data which Seller, in Seller's sole discretion, may consider in whole or in part proprietary to Seller.

22. **Non-Waiver:** No failure of Seller to insist upon strict compliance of Buyer to any of these Terms and Conditions or to promptly exercise any right accruing from any default of Buyer shall impair Seller's rights in case Buyer's default continues or in case of any subsequent default by Buyer.
23. **Governing Law; Jurisdiction:** The laws of the State of Ohio will govern any dispute arising from or related to an agreement between the parties. The parties submit to the jurisdiction of the State of Ohio and specifically Cuyahoga County and agree that any legal action or proceeding may be brought to the courts within that jurisdiction.
24. **Integration:** There are no understandings between the parties hereto as to the subject matter of this quotation or any resulting contract thereof other than as set forth herein and in the accompanying documents specifically referenced herein. All previous communications between the parties hereto concerning the subject matter of this contract, whether verbal or written, are hereby abrogated and withdrawn, and this contract constitutes the whole of the agreement between the parties hereto. Any acknowledgment of a Purchase Order or Change Order is for record and billing purposes only and the acceptance or acknowledgment thereof is made expressly conditional on the terms of this contract.