

## 1. Offer; Acceptance; Complete Agreement

All orders ("Orders") placed for products (the "Products") and/or services (the "Services"), as applicable, furnished by Belvac Production Machinery, Inc. ("Belvac") to the purchaser thereof ("Purchaser") are subject to the terms and conditions set forth herein and any Schedules attached hereto (collectively, these "Terms"), the sales quotation for the Products or Services given by Belvac (the "Offer"), the written order acknowledgment from Belvac accepting Purchaser's written Order for the Products or Services (the "Order Acknowledgment") and any confidentiality and/or nondisclosure agreement executed between Belvac and Purchaser (the "NDA"). These Terms, the Offer, the Order Acknowledgment and the NDA are hereafter collectively referred to as the "Contract," whether or not specifically referred to. If any provision in the Order Acknowledgment is inconsistent with these Terms, the provision of the Order Acknowledgment shall govern. No additional or different terms or conditions or any modifications, changes or amendments to the Contract shall be binding upon Belvac unless specifically agreed to in writing by an authorized representative of Belvac. Belvac hereby objects to, and rejects, any additional or different terms already or hereafter proposed by Purchaser, but not expressly set forth in the Contract, whether contained in any documentation or communication from Purchaser or otherwise, including, without limitation, any terms set forth in any Order, acknowledgement, statement of terms and conditions or any other such document or communication. Belvac's failure to further object to any of the provisions contained in any documentation of Purchaser's or any communication of any kind from Purchaser shall not be deemed a waiver of the terms of the Contract or as an acceptance by Belvac of any deviation from the terms of the Contract. BELVAC'S ACCEPTANCE OF ANY OR ALL OF PURCHASER'S ORDERS FOR PRODUCTS OR SERVICES IS EXPRESSLY CONDITIONAL UPON PURCHASER'S ASSENT TO THE TERMS OF THE CONTRACT REGARDLESS OF ANY TERMS CONTAINED IN ANY OF PURCHASER'S COMMUNICATIONS OR DOCUMENTS. Sales literature, price lists, illustrations, drawings, samples, photographs or descriptions and other documents issued by Belvac in relation to the Products and Services are subject to alteration without notice and are intended as a guide only and shall not be binding on Belvac. The Contract constitutes the entire agreement between Belvac and Purchaser with respect to the topics in the Contract, superseding all prior oral or written communications, representations, agreements and negotiations.

## 2. Cancellation and/or Change of Orders

(a) Purchaser's Order, after acceptance by Belvac, shall not be subject to cancellation, change, or reduction in amount, nor to any suspension by Purchaser of Deliveries, without Belvac's prior written consent. If Belvac consents to a cancellation, change, or reduction of an Order, Belvac may invoice Purchaser for cancellation fees which may take into account (i) all expenses already incurred, including, but not limited to, expended materials, labor, production costs and work in progress; (ii) outstanding commitments that cannot be cancelled, and (iii) all incidental costs and expenses, including, but not limited to, storage and handling fees. Any requests by Purchaser to delay the delivery of any Order beyond the originally scheduled delivery date shall be made in writing and are subject to the prior written consent of Belvac, in its sole discretion. Belvac reserves the right to assess Purchaser a charge sufficient to cover all costs incurred by Belvac due to any approved delay or Purchaser's failure to take delivery on the scheduled delivery date (in addition to any storage charges described above). Any charge assessed to Purchaser due to its failure to take delivery of an Order shall be in addition to, and without prejudice to, other remedies Belvac may have at law or equity.

(b) If Purchaser requests additions, deletions or other revisions with respect to the Specifications, Belvac shall advise Purchaser of changes in the pricing, time of delivery or other matters arising from the proposed change. Belvac shall not be obligated to implement a requested change in the Products, pricing, method of delivery or other terms or conditions unless Belvac has executed a written document setting forth the change that is specifically identified as a "change order."

(c) Belvac reserves the right to cancel any orders placed by Purchaser, or to refuse or delay shipment thereof, if Purchaser: (i) fails to make any payment as provided in the Order or under the terms of payment set forth in any invoice or otherwise agreed to by Belvac and Purchaser, (ii) fails to meet reasonable credit or financial requirements established by Belvac, including any limitations on allowable credit, (iii) otherwise fails to comply with the Order, (iv) otherwise fails to comply with the Contract, (v) becomes debarred, suspended or identified as a denied party by any applicable government agency, (vi) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors or (vii) violates or is reasonably believed to have violated, applicable law, including anti-bribery, anti-corruption or anti-money laundering or privacy laws.

### 3. Prices

(a) All Products are quoted and sold EXW (Incoterms 2020) Belvac's plant of manufacture or another location designated by Belvac and Purchaser shall be responsible for all shipping charges, including, but not limited to, shipping, transportation, duties and insurance costs. Any prepayment by Belvac of certain shipping or handling charges will be added to Purchaser's invoice.

(b) Purchaser will be billed at the prices stated at the time of Belvac's Order Acknowledgment. All prices are subject to adjustment on account of Specifications, quantities, shipment arrangements or other terms and conditions, which are not part of the original Offer. If the prices are based on the purchase of a particular quantity of Products and Purchaser fails to purchase that quantity which would justify the pricing granted, Belvac shall have the right, in addition to any other remedies at law or equity, to recover from Purchaser the difference between the stated price and Belvac's standard prices for such Products in the quantity actually purchased by Purchaser. Belvac's price(s) are exclusive of any and all existing or future manufacturing, sales, use or similar taxes, customs, and duties which shall be added to the price(s), separately invoiced by Belvac and paid by Purchaser. The Purchaser is responsible for any and all state, local, territory, province, and government related taxes such as but not limited to VAT, FCT, EIT, PIT. If there is a delay in completion of shipment of Products due to any change requested by Purchaser or as the result of any delay on Purchaser's part (including, without limitation, in furnishing information required for performance of the Contract), the price(s) are subject to change upon notice by Belvac, even after Belvac's issuance of an Order Acknowledgment.

(c) All prices and special terms quoted by Belvac will expire thirty (30) calendar days from the date such pricing or terms were originally proposed by Belvac in the Offer unless otherwise specified or extended in writing by Belvac and are subject to changes in market conditions. The price of the Products or Services will be Belvac's quoted price in the Offer or, where no price has been quoted (or a quoted price is no longer valid), the price current at the date of the Order Acknowledgment by Belvac.

(d) Belvac reserves the right, by giving notice to Purchaser at any time before Delivery (as defined below) or the completion of Services, as applicable, to increase the price of Products or Services to reflect any factor beyond the control of Belvac, such as, without limitation, any foreign exchange fluctuation, currency regulation, tariff, or other market fluctuation; alteration of duties, significant increase in the costs of labor, materials or other costs of manufacture; any change in delivery dates, or any delay caused by any instructions of Purchaser or failure of Purchaser to give Belvac adequate information or instructions. Belvac also reserves the right to make changes to quoted prices for pricing errors, clerical errors, or other errors or omissions.

### 4. Terms of Payment

Prices are stated, and all invoices are payable in U.S. Dollars. Except as otherwise agreed to by Belvac in writing, all amounts invoiced by Belvac are due within thirty (30) days of the date of Belvac's applicable invoice. All payments due to Belvac shall be made in full without any set-off or deduction to the amounts shown on the relevant invoice. In addition to all other remedies available under the Contract or at law (which Belvac does not waive by the exercise of any rights under the Contract), Belvac shall be entitled to withdraw credit or suspend or cancel the delivery of any Products or provision of any Services, under this Contract or any other agreement between the parties, if Purchaser fails to pay any amount when due hereunder and such failure continues for five (5) calendar days following written notice to Purchaser thereof. Such failure shall also terminate the Software license, subject to Belvac's unilateral right to reinstate it. Any late payments are subject to a finance charge of the lesser of 1.5% per month (18% per annum) or the maximum amount allowed by law. Additionally, Purchaser shall pay to Belvac all costs and expenses incurred by Belvac in seeking collection of any amounts owed by Purchaser to Belvac. Purchaser shall have no right to withhold any amount due Belvac under these Terms because of a claim Purchaser may have against Belvac.

### 5. Delivery

(a) Unless otherwise specified in the Order, all Products shall be delivered EXW Belvac's plant of manufacture (Incoterms 2020). A storage fee will be charged to Purchaser if Purchaser does not take delivery within fifteen (15) days from notification by Belvac that the Products is ready for the Acceptance Test as described herein.

(b) All delivery dates are approximate. Belvac shall use commercially reasonable efforts to meet the delivery

schedule or date shown in the Order. Belvac shall not be liable for any delay or failure in the estimated delivery or shipment or for any damages that may result to Purchaser from such delay or failure. Belvac reserves the right to make delivery in installments and all such installments, when separately invoiced, shall be paid for when due per Belvac's invoice, without regard to subsequent deliveries. Delays in delivery of any installment shall not relieve Purchaser of its obligation to accept remaining deliveries. Belvac will attempt to comply with reasonable requests by Purchaser for changes in delivery dates, but Belvac shall be under no obligation to do so.

(c) Each scheduled Delivery shall constitute a separate contract subject to the Order. Any failure or defect with respect to any one scheduled Delivery shall not invalidate the Contract as to the remaining scheduled Deliveries.

## 6. Title and Risk of Loss

Title to all Products shall transfer to Purchaser upon delivery of such Products to a shipper or freight carrier, as applicable, for transportation to Purchaser (the "Delivery") and upon such Delivery, Purchaser shall bear all risk of loss. Subsequent to Delivery, Belvac shall not be responsible or liable for the security, safeguarding or insurance of the Products so transferred, or for any loss of or damage to the Products.

## 7. Acceptance; Inspection

(a) In order to establish the Products' compliance with the Specifications, Belvac will conduct an "Acceptance Test" in accordance with Belvac's acceptance testing procedures then in effect. Purchaser is invited to attend and witness the Acceptance Test. Belvac will advise as to the estimated date of the Acceptance Test only upon receipt of Purchaser's acceptance of this Offer and payment of the down payment required by the Order. The Acceptance Test shall be held at Belvac's facility and consist of, but not necessarily be limited to, a production run of the Products using Purchaser's product and other (consumable) materials necessary to conduct the Acceptance Test. In furtherance of the Acceptance Test, Purchaser shall deliver all items specified in the order acknowledgment for the Acceptance Test at the times noted and at Purchaser's sole expense (including, without limitation, customs, duties and forwarding fees) DDP (Incoterms 2020) Belvac's designated location. All shipments from outside the United States must show Purchaser as the importer of record.

(b) Following Delivery, Purchaser shall inspect the Products immediately upon receipt and report in writing to Belvac, within seven (7) days of receipt, any shortages or other errors. Failure to report in writing within seven (7) days of receipt any such shortages or other errors shall constitute unqualified acceptance and a waiver of all such claims by Purchaser. Claims for loss of or damage to the Products in transit shall be made to the carrier and not to Belvac.

## 8. Services

Unless otherwise provided in a separate agreement between Belvac and Purchaser, where Belvac provides Services, including, but not limited to, field services or other installation, testing, servicing, training, development, optimizing, integration or support in connection with the Products, the manner and means used to perform the Services are at the sole discretion and control of Belvac. Belvac reserves the right to subcontract the installation of Products or the performance of any Services required by the Contract. To enable Belvac to provide the Services, Purchaser will: (a) make all necessary preparation to the site by such date as may be specified in the Order or is reasonably required by Belvac, (b) obtain all permits, licenses, and authorizations required by state, local, or other authorities to enable Belvac to provide the Services, (c) provide Belvac with reasonable access to Purchaser's facilities, equipment and personnel, (d) promptly respond to any request for information, approvals, authorizations or decisions necessary to provide the Services, (e) promptly notify Belvac of any dangerous, operational or special conditions that may affect the provision of the Services and (f) perform any other obligations designated as Purchaser's responsibility as set forth in the Order or as otherwise mutually agreed by the parties in writing. Any failure by Purchaser to timely perform any of its obligations hereunder or under the Order shall extend Belvac's time of performance to the extent of the delay.

## 8. Limitation on Liability

BELVAC'S LIABILITY WITH RESPECT TO BREACHES OF WARRANTY AND INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS SHALL BE LIMITED TO THE REMEDIES PROVIDED IN THE "WARRANTY" AND "BELVAC INDEMNITY OBLIGATION" SECTIONS HEREIN, RESPECTIVELY. IN NO EVENT SHALL BELVAC'S AGGREGATE LIABILITY UNDER THIS CONTRACT EXCEED THE PRICE ACTUALLY PAID BY PURCHASER TO BELVAC UNDER THIS CONTRACT FOR THE PRODUCTS AND SERVICES GIVING RISE TO THE CLAIM. BELVAC SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY AND NEGLIGENCE) OR OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY BELVAC OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BELVAC SPECIFICALLY DISCLAIMS ALL LIABILITY RELATING TO ANY ALLEGED DEATH OR INJURY TO PERSONS OR LOSS OR DAMAGE TO PROPERTY, PENALTIES, SPECIAL, CONSEQUENTIAL, INCIDENTAL, CONTINGENT OR PUNITIVE DAMAGES WHATSOEVER, DAMAGES FOR LOSS OF PROFITS OR REVENUES, LOSS OF USE, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS, FACILITIES OR SERVICES, DOWN-TIME, SHUT-DOWN OR SLOW-DOWN COSTS AND ALL OTHER TYPES OF ECONOMIC LOSS, AND CLAIMS BY PURCHASER'S CUSTOMERS FOR ANY SUCH LOSSES OR DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY, BELVAC SHALL NOT BE RESPONSIBLE FOR, AND SHALL INCUR NO LIABILITY WITH RESPECT TO, ANY INFORMATION (INCLUDING, WITHOUT LIMITATION, DESIGN AND ENGINEERING DRAWINGS) SUPPLIED BY PURCHASER OR ANY OF ITS SUBCONTRACTORS, REGARDLESS OF WHETHER SUCH INFORMATION IS REVIEWED BY BELVAC.

## 9. Warranties; Disclaimers

(a) Products manufactured by Belvac are warranted for one (1) year from the date of shipment (1) to be free from defects in workmanship or material, when subjected to normal conditions of use, and (2) to conform to Belvac's standard Product specifications or otherwise accepted in writing by Belvac or specified in the Order (the "Specifications"). Belvac will either repair or replace, at its sole option, any components of the Products that do not conform to the foregoing warranty within the applicable one (1) year warranty period. Except as stated in the preceding sentence, Belvac shall have no other liability, including, without limitation, any liability for labor or the effects of corrosion, erosion, aging and normal wear and tear. Consumable items are not included in the foregoing warranty. No repair or replacement under Belvac's warranty obligations will extend or enlarge the original one (1) year warranty limited express warranty period.

(b) Belvac can, at its option, require Purchaser to accept a replacement component of the Products for a component that allegedly does not conform to the foregoing warranty within the one (1) year warranty period and require Purchaser to return the allegedly nonconforming component to Belvac pending investigation of Purchaser's warranty claim. Should Belvac accept Purchaser's warranty claim, Belvac shall subsequently credit Purchaser's account for the purchase price of the replacement component, including reasonable out-of-pocket costs associated with the return of the nonconforming component of the Products.

(c) Belvac endeavors to design and manufacture its Products to meet the requirements of the Occupational Safety and Health Act of 1970 and other applicable laws, standards and regulations, as Belvac understands these laws, standards and regulations to apply and interprets the same. However, interpretation of laws, standards and regulations varies per jurisdiction, and Belvac specifically disclaims liability to Purchaser for noncompliance with such laws, rules and regulations. Belvac does not represent, warrant, covenant or guarantee that its Products will qualify, and Belvac will not provide a certification for qualification, for USMCA or the EU-UK TCA or any other preference program.

(d) Belvac warrants that it shall perform Services in a good and workmanlike manner, consistent with the standard of care exercised by Belvac in performing services similar to the Services for its other customers. If Purchaser notifies Belvac in writing of any non-conforming Services no later than 90 days after they are rendered, Belvac shall use commercially reasonable efforts to reperform such Services so that they conform to the warranty. However, Belvac has no duty to incur costs for corrective reperformance that exceed the costs paid for the Services being reperformed. If Belvac is unable to reperform the Services so that they conform to the warranty, Belvac shall refund to Purchaser the fees paid for such non-conforming Services. NOTWITHSTANDING ANYTHING TO THE

CONTRARY CONTAINED HEREIN, THE CORRECTIVE REPERFORMANCE OF NON-CONFORMING SERVICES OR REFUND OF FEES PAID THEREFOR AS SET FORTH IN THIS PARAGRAPH SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF PURCHASER, AND THE EXCLUSIVE LIABILITY OF BELVAC, FOR ANY NON-CONFORMING SERVICES, AND PURCHASER EXPRESSLY WAIVES ANY OTHER RECOVERY.

(e) All warranty claims must be made in writing and received by Belvac during the applicable warranty period. Claims made by telephone must be confirmed in writing within ten (10) days. Belvac's liability on third party vendor equipment is, in all cases, limited to the warranty extended by the vendor to Belvac on such equipment. Belvac is not, and Purchaser shall be, responsible for the integration of the Products in Purchaser's plant and/or plant systems.

(f) Notwithstanding the foregoing, Belvac shall have no warranty obligation hereunder if all payments due from Purchaser have not been made. This limited express warranty does not extend to any Product or part that has been damaged by accident, misuse, abuse, failure to maintain or neglect, nor does it extend to any Product or part that has been modified, altered, disassembled or repaired in the field. This limited express warranty does not apply if the Product or part becomes defective in whole or in part as the result of installation or repairs not made by Belvac, or as the result of removal, improper use, storage or maintenance, or operation above rated capacities or misapplication thereof after it has been delivered to Purchaser. This limited express warranty does not cover any cosmetic issues, such as scratches, dents, marring, fading of colors or discoloration.

(g) Belvac's warranty does not extend to systems designed, in whole or in part, by Purchaser or any third party, and Belvac accepts no responsibility for the design of said system into which any Products are incorporated, including with respect to whether the system will function as intended by Purchaser.

(h) Products and parts made by other manufacturers are not warranted by Belvac, and Purchaser hereby expressly agrees and acknowledges that Purchaser shall only have such warranty with respect to products and parts made by manufacturers other than Belvac as provided by such other manufacturers provided to Belvac.

(i) Warranty claims, or alleged non-performance by Belvac, shall not affect Purchaser's duty to pay Belvac in accordance with this Contract. Any additional costs to Belvac for completing performance reasonably related to Purchaser's failure to fulfill its obligations contained in the Order shall be an additional charge payable to Belvac by Purchaser upon demand.

(j) **EXCEPT AS SET FORTH HEREIN, BELVAC EXPRESSLY DISCLAIMS AND MAKES NO OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PURCHASER ACKNOWLEDGES THAT IT IS NOT RELYING UPON BELVAC'S SKILL OR JUDGMENT TO SELECT OR FURNISH PRODUCTS SUITABLE FOR ANY PARTICULAR PURPOSE OR UPON ANY AFFIRMATIONS OF FACT OR PROMISES OF BELVAC WHICH EXTEND BEYOND SPECIFICATIONS MUTUALLY AGREED UPON IN WRITING BY BELVAC AND PURCHASER. IN THAT REGARD, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, PURCHASER AGREES AND ACKNOWLEDGES THAT IT IS ACCEPTING ANY PRODUCTS AND SERVICES HEREUNDER ON AN "AS-IS" AND "WITH ALL FAULTS" BASIS. FURTHERMORE, PURCHASER HEREBY EXPRESSLY AGREES AND ACKNOWLEDGES THAT BELVAC SHALL HAVE NO LIABILITY OF ANY NATURE HEREUNDER BEYOND REPLACEMENT OR REPAIR OF ANY DEFECTIVE PRODUCT, OR PART, INDIVIDUAL COMPONENT OR SPOOL THEREOF, EXCEPT AS EXPRESSLY SET FORTH HEREIN SUBJECT TO THE LIMITATIONS OF LIABILITY HEREIN.**

## 10. Security Agreement

Purchaser hereby grants to Belvac and its successors and assigns a lien on and purchase money security interest in and to all of the right, title and interest of Purchaser in, to and under the Products sold and Services performed hereunder, wherever located and whether now existing or hereafter arising or acquired from time to time and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing, to secure payment of all obligations of Purchaser under the Contract, including, but not limited to, all costs and expenses set forth herein and Purchaser authorizes Belvac to take all actions necessary to perfect and/or enforce such security interests, including, but not limited to, the filing of any financing statement in accordance with the Uniform Commercial Code or other applicable law. Default in payment of such price or any part of the price when due shall permit Belvac, in its sole discretion, to declare all obligations of Purchaser immediately

due and payable, and in such event, Belvac shall have all the rights and remedies of a secured party under applicable law. In connection with the security interest granted herein, Belvac is expressly authorized, at its discretion, to file one or more financing statements or other notices under applicable law naming Purchaser as debtor and Belvac as secured party. Purchaser agrees to execute such documents requested by Belvac to record and otherwise perfect this security interest.

#### 11. Proprietary Data; Patents & IP Rights

(a) All of the technical data and other business information disclosed in the Offer, this Contract, in other Belvac communications, in connection of the sale of Belvac Products and Services or derived therefrom is considered to be confidential, proprietary, and solely for the purpose of the Purchaser's purchase of Belvac Products and Services. All intellectual property rights in or relating to, the Products or Services, including, but not limited to, all technical data, processes, designs, drawings, engineering data, U.S. and foreign patents, patent applications, patent rights, trademarks and service marks (including common law rights, applications and registrations therefor), works of authorship, copyrightable and un-copyrightable works (including those in computer programs, drawings, designs, documentation and specifications), copyright registrations, trade secrets, proprietary rights in information (including in data, inventions, discoveries, know-how, formulas, processes, technical information and business information), license rights under the intellectual property rights of third parties and all other intellectual property rights whether or not subject to statutory registration or protection (collectively, "Intellectual Property Rights"), are owned by or licensed to Belvac. The sale of any Products or Services to Purchaser in no way conveys to Purchaser, either expressly or by implication, any ownership or license whatsoever to any Intellectual Property Rights, except as may be expressly granted by Belvac herein or in the materials which accompany the Products or Services upon delivery. Purchaser shall not, and shall not permit any third party to, reverse engineer, decompile, disassemble, or otherwise attempt to ascertain any algorithms, software source code, or other trade secrets underlying any of the Products or Services. Belvac expressly reserves its ownership rights in and to its Products and Services and all Intellectual Property Rights therein and asserts that additional restrictions may apply to the use of the Products or Services, as set forth in the applicable Products or Services documentation and other materials which accompany the Products or Services. Any unauthorized use of Belvac's Intellectual Property Rights is expressly prohibited.

(b) Unless otherwise specified in an agreement signed by Belvac and Purchaser, all tooling, fixtures, equipment, tools, software and designs produced, acquired or used by Belvac for the purposes of filling Purchaser's Order remain the property of Belvac.

#### 12. Software License

(a) Provided that Purchaser has paid all amounts due hereunder, Belvac grants Purchaser a limited, non-transferable, non-exclusive, non-sublicensable, revocable, royalty-free right to use software incorporated into the Products (the "Software") solely for the purchase of operating the Products in accordance with the Specifications. The Software is licensed, not sold for Purchaser's use. The aforementioned license confers no title, ownership or incident of ownership to the Purchaser in the Software, or in any copy thereof, and may not be construed as any sale of any rights in the Software, or in any copy thereof, to the Purchaser. The license rights granted to Purchaser with respect to the Software in the Order are subject to the following additional restrictions:

- (i) With respect to Belvac's Programmable Logic Controller (PLC) Software application: (A) Purchaser shall not license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose or otherwise commercially exploit or make the Software available to any third party; (B) Purchaser shall not disassemble, reverse compile or reverse engineer any part of the Software or any hardware component in which the Software is installed, provided, however, that Purchaser, subject to Belvac's audit rights and right of final approval, may modify the PLC Software solely for the purpose of customizing the touchscreen, safety alarms and line control associated with the Belvac equipment used in conjunction with the PLC Software; (C) Purchaser shall not access the Software in order to build a similar or competitive product or service or to publish any performance or benchmark test or analyses relating to the Software; and (D) except as expressly stated herein, no part of the Software may be copied, reproduced, distributed, republished, downloaded, displayed, translated, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording or other means.

(ii) With respect to all of Belvac's other Software applications: (A) Purchaser shall not license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose or otherwise commercially exploit or make the Software available to any third party; (B) Purchaser shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Software or any hardware component in which the Software is installed; (C) Purchaser shall not access the Software in order to build a similar or competitive product or service or to publish any performance or benchmark test or analyses relating to the Software; and (D) except as expressly stated herein, no part of the Software may be copied, reproduced, distributed, republished, downloaded, displayed, translated, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording or other means.

(b) Purchaser shall immediately cease all use of, and return to Belvac all copies of, the Software in the event of a default of the foregoing license or any other term or provision set forth in this Contract including, without limitation, Purchaser's payment obligations. Belvac reserves the right to audit Purchaser's use of the Software, from time to time, upon written notice to Purchaser to confirm Purchaser's compliance with the foregoing license. Purchaser shall cooperate with Belvac's audit and provide Belvac with access to the Products, Purchaser's systems on which the Software is installed or accessed, and Purchaser's books and records.

### 13. Belvac Indemnity Obligation

(a) Belvac may defend in accordance with the terms below any suits that may be instituted by a third party against Purchaser based on any claim that the Products manufactured by Belvac hereunder or any part thereof infringes any U.S. utility patent, trademark or copyright and, provided that Purchaser shall have made all payments then due hereunder, shall have given Belvac immediate notice in writing of any such suit, transmitted to Belvac upon receipt of all processes and papers served upon Purchaser, permitted Belvac through its counsel, either in the name of Purchaser or in the name of Belvac, to defend the same, and given all needed information, assistance and authority to enable Belvac to do so, including tendering control of the litigation and provided, further, that Belvac shall not have any obligation to indemnify Purchaser from any infringement claims arising from, in whole or in part: (i) modification of the Products other than by Belvac or as instructed by Belvac; (ii) the combination of the Products with any component not provided by Belvac or (iii) Products designed or manufactured in accordance with designs, specifications, processes or formulas provided or required by Purchaser (each a "Purchaser Retained Infringement Obligation").

(b) If Belvac defends such a suit for infringement and such Products is held to infringe any valid U.S. utility patent, trademark or copyright, then Belvac will pay any final award of damages in such suit attributable to such infringement, subject to the limits set forth herein. In lieu of defending such a suit for infringement, or if in Belvac's opinion such a suit for infringement appears likely to be filed, Purchaser agrees to permit Belvac, in Belvac's sole discretion, to either (1) procure for Purchaser the right to continued use of the Products, or (2) modify the Products to render it non-infringing, or (3) replace the Products with non-infringing goods (and if it does so, then upon Belvac's written request, Purchaser will return the Products), or (4) refund the purchase price and the transportation costs paid by Purchaser for the Products, less an allowance for use and ordinary wear and tear equal to ten percent (10%) of the purchase price multiplied by the number of years that the Products has been utilized by Purchaser, pro-rated for any partial year of use. Belvac's total monetary obligation under this clause is limited to the purchase price paid by Purchaser for the infringing Product, less an allowance for use and ordinary wear and tear equal to ten percent (10%) of the purchase price multiplied by the number of years that the Products has been utilized by Purchaser, pro-rated for any partial year of use. Notwithstanding the foregoing, Belvac shall not be responsible for any compromise or settlement made without its written consent, or for infringements, or defense of any suits for infringement, of combination utility patents covering the Products in combination with other goods or other materials not furnished by Belvac, or for infringements if such Products was manufactured in compliance with Purchaser's designs, specifications, processes and/or formulas and such compliance gave rise to the infringement, or for uses of the Products when there are substantial non-infringing uses of the Products, or for infringements caused by a modification to the Products made by Purchaser or at its direction, or for direct or indirect infringement of a design patent or other comparable intellectual property, or for infringements caused by importation into the United States of America of products made by the Products. The foregoing states the entire liability of Belvac for infringement, and in no event shall Belvac be liable for any alleged infringement of products manufactured by third parties and supplied hereunder.

**14. Purchaser Indemnity Obligation**

Purchaser shall indemnify, defend and hold harmless Belvac and its affiliates, and each of their respective officers, directors, employees, representatives, advisors, agents, successors and assigns from any and all claims that the design, manufacture, sale or servicing of the Products constitutes actual or alleged infringement or misappropriation of any intellectual property right, other proprietary right or contractual right of any third-party as a result of any Purchaser Retained Infringement Obligation.

**15. Confidentiality; Data Security and Data Protection.**

(a) All non-public, confidential or proprietary information of either party, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, trade secrets, business operations, customer lists, pricing, discounts or rebates, disclosed by such party (the “disclosing party”) to the other party (the “receiving party”), whether disclosed orally or disclosed or accessed in written, electronic or other form or media and whether or not marked, designated or otherwise identified as “confidential” in connection with the Contract (“Confidential Information”) is confidential, solely for the use of performing this Contract and may not be distributed or disclosed (except to the receiving party’s employees, agents or contractors who have a need to know for purposes of this Contract and who are bound by obligations of confidentiality at least as restrictive as those set forth herein), unless authorized in advance by the disclosing party in writing. The receiving party shall safeguard the disclosing party’s Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care. Upon the disclosing party’s request, the receiving party shall promptly return or destroy all documents and other materials containing any of the disclosing party’s Confidential Information, including all copies thereof (except for any electronic copies that must be retained pursuant to standard data archiving procedures, and provided that any such retained copies shall remain subject to the obligations of this Section), and the receiving party shall certify in writing its compliance with the foregoing obligations. The disclosing party shall be entitled to injunctive relief for any violation by the receiving party of this Section, without the requirement of posting a bond or other security or proving actual damages. This Section does not apply to information that is: (i) in the public domain (other than due to an improper disclosure by the receiving party); (ii) known to the receiving party at the time of disclosure; or (iii) rightfully obtained by the receiving party on a non-confidential basis from a third party. The parties agree that the provisions set forth in the NDA (if executed by the parties) shall supplement and be in addition to the obligations of this Section. In the event of any conflict between this Contract and the NDA, the parties agree that the NDA shall control with respect to the obligations of confidentiality of information between the parties and this Contract shall control with respect to the sale of any Products or Services.

(b) The receiving party represents that it has developed and implemented and covenants that it will maintain commercially reasonable information security policies and procedures that include administrative, technical and physical safeguards designed to (i) ensure the confidentiality, security, integrity and availability of the disclosing party’s Confidential Information provided hereunder; (ii) protect against anticipated threats or hazards to the confidentiality, security, integrity and availability of such information; (iii) protect against unauthorized access or use of such information and (iv) ensure the proper disposal of such information. The receiving party shall promptly notify the disclosing party of any breach of confidentiality by the receiving party or any of its agents, unauthorized disclosure of the disclosing party’s Confidential Information by the receiving party or any of its agents or a breach of the receiving party’s information security policies or procedures impacting the disclosing party’s Confidential Information. Notice shall be provided to the disclosing party no later than twenty-four (24) hours upon the receiving party’s discovery of such breach of confidentiality.

(c) Each party shall comply with applicable data protection and privacy legislation in all relevant countries and shall ensure that its employees, agents and contractors observe the provisions of that legislation.

**16. Compliance with Laws**

Purchaser shall: (a) comply with all applicable laws, rules and regulations, including, without limitation, those regarding anti-corruption, anti-bribery, human rights and environmental health and safety; (b) maintain in effect all licenses, permissions, authorizations, certificates, consents, approvals and permits necessary to carry out Purchaser’s responsibilities and obligations under the Contract and these Terms and (c) handle, store, use and transfer the Products in compliance with the foregoing and any safety information provided by Belvac. Purchaser

shall complete any documents and provide such information as Belvac may reasonably request to ascertain Purchaser's compliance with the foregoing. The Products, including any documentation and technical data related thereto, may be subject to certain: (a) U.S. or other applicable export laws, rules and regulations, including, without limitation, the U.S. International Traffic in Arms Regulations, Export Administration Regulations and Foreign Assets Control Regulations ("Export Laws") and (b) anti-money laundering laws, rules and regulations, including, without limitation, the U.S. Patriot Act ("AML Laws"). Purchaser shall comply with all applicable Export Laws and AML Laws. Purchaser shall not export, re-export or release any Products that are subject to Export Laws, directly or indirectly, to any jurisdiction to which or person to whom, such export, re-export or release is prohibited by any applicable Export Laws. It is Purchaser's responsibility to obtain any license or other approvals and Purchaser will complete any documents requested by Belvac prior to exporting, re-exporting or releasing any Products that are subject to Export Laws. Belvac will have no obligation to make any shipment to Purchaser until it has received all such information and has obtained the applicable licenses, permits, approvals or documentation for shipment, if any. Purchaser shall indemnify, defend and hold Belvac, including its equity holders, directors, officers, employees, affiliates, successors and permitted assigns, harmless from and against any breach of this Section by Purchaser or any of its equity holders, directors, officers, employees, affiliates, successors, permitted assigns, customers, agents, distributors, resellers or vendors.

#### **17. Jurisdiction; Venue; Statute of Limitations**

(a) This Contract shall be governed by the laws of the Commonwealth of Virginia, USA, without regard to principles pertaining to conflicts of law. THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS CONTRACT SHALL NOT BE GOVERNED BY THE 1980 U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.

(b) Purchaser agrees that the jurisdiction and venue for any litigation arising in connection with this Contract is the Commonwealth of Virginia, USA. Notwithstanding the foregoing, Purchaser agrees that Belvac may waive the preceding sentence and, at its sole option, commence litigation against Purchaser in a court of appropriate jurisdiction in the county and/or country where Purchaser is incorporated or formed or where Purchaser's principal place of business is located.

(c) In the event that litigation is instituted to interpret or enforce any terms or provisions of this Contract or the Contract, the prevailing party shall be entitled to reasonable attorneys' fees to be awarded by the court in the same action or in a separate action brought for that purpose.

(d) Except as otherwise expressly provided herein, any action that Purchaser may have against Belvac alleging Belvac's breach of any provision of the Contract must be commenced within one (1) year following Purchaser's discovery of the alleged breach or such claim shall be forever barred.

#### **18. Severability; Waiver**

(a) Any provision of this Contract or the Contract that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction, and the parties shall substitute therefor an enforceable provision that achieves the same business purpose as the provision that is prohibited or unenforceable.

(b) No waiver by Belvac of any breach of any provision of the Contract shall constitute a waiver of any other breach. Belvac's failure to object to provisions in any communication from Purchaser shall not be deemed an acceptance of such provisions or as a waiver of any provisions of the Contract.

#### **19. Force Majeure**

Belvac shall not be liable for any loss, delay or failure to perform resulting from any circumstance, direct or indirect, reasonably beyond its control including, without limitation, endemic, pandemic, fire, flood, accident, explosion, mechanical breakdown, insurrection, riots, national emergencies, war, armed conflict, acts of public enemies, acts of God, strike or other labor trouble, plant shutdown, acts or omissions of Purchaser, unavailability of or interference with the usual means of transporting the Product or compliance with any law, regulation, order, recommendation or request of any governmental authority having or claiming to have jurisdiction over Belvac, its subcontractors and/or its suppliers, or any supplier delays or supplier failures to deliver necessary materials or components. In addition,

Belvac shall be so excused in the event it is unable to acquire from its usual sources and on terms it deems to be reasonable, any labor material necessary for manufacturing the Product or performing the Services. In the event that there should be a shortage of any product, Belvac may apportion its available product among itself, its affiliates and all its customers in such equitable manner as it deems fair and reasonable. Upon giving prompt written notice to Purchaser of any such causes of a delay or failure in its performance of any obligation under the Contract, the time of performance by Belvac shall be extended, at Belvac's option, to the extent of any delay resulting from any force majeure event.