

## UOP Standard Terms of Sale For Equipment

Capitalized terms used herein are defined throughout these terms or in the UOP proposal(s) (UOP commercial proposal and/or UOP technical proposal(s), as applicable “UOP Proposal”), in addition to the definitions given below.

1. **“Affiliate”** means any company in which the company in question, directly or indirectly, at the time in question owns, or has control of or is under common control with, where “control” means the direct or indirect possession of the power to direct or cause the direction of the management and policies of a company, whether through the ownership of voting securities, by contract or otherwise.
2. **“Equipment”** means the equipment (including software, where applicable) to be furnished by UOP to Company under this agreement to the extent they are described in the UOP proposal(s).
3. **“Start Up”** means the time at which the Equipment is first introduced to pressure, fluids, or elevated temperature when installed in the process unit or system.
4. **“Services”** means the services, if any, specified in the UOP Proposal(s), to be provided to Company in connection with the Equipment.
5. **“Site”** means the end user’s location specified in the UOP Proposal(s) in which the Equipment is to be installed.

Except as otherwise agreed to by the parties in writing, the following terms and conditions apply to the sale described in the UOP’s Proposal and its appendices:

1. **PAYMENTS** - Unless otherwise agreed by UOP in writing, payment for all orders will be made at the time of order placement. If credit terms are granted, UOP may change Company’s credit terms at any time in its sole discretion and may, without notice to Company, modify or withdraw credit terms for any order, including open orders. If Company has no established credit terms, UOP may, at its sole discretion require from Company additional security (e.g., bank guarantee, standby letter of credit, corporate guarantee, etc.) as determined by UOP on a case-by-case basis. Partial shipments will be invoiced as they are shipped. UOP is not required to provide a hard copy of the invoice. Payments must be made in US Dollars currency unless agreed otherwise in writing and must be accompanied by remittance detail containing at a minimum the Company’s order number, UOP’s invoice number and amount paid per invoice; Company agrees to pay a service fee in the amount of \$500 for each occurrence for its failure to include the remittance detail and minimum information described above. Payments must be in accordance with the “Remit To” field on each invoice.

Disputes as to invoices must be accompanied by detailed supporting information and are deemed waived 15 calendar days following the invoice date. UOP reserves the right to correct any inaccurate invoices. Any corrected invoice or invalid dispute must be paid by the original invoice payment due date or the issuance date of the corrected invoice, whichever is later. If Company is delinquent in payment to UOP, UOP may at its option: A. withhold performance until all delinquent amounts and late charges, if any, are paid; B. repossess Equipment for which payment has not been made; C. assess late charges on delinquent amounts at the lower of 1.5% per month or the maximum rate permitted by law, for each full or partial month; D. recover all costs of collection, including but not limited to reasonable attorneys’ fees; E. require Company to provide UOP with a payment improvement plan on terms and conditions satisfactory to UOP, as signed and assured by Company’s senior finance officer that may include, but not limited to, provision of additional security (e.g., bank guarantee, standby Letter of Credit, corporate guarantee, etc.); or F. combine any of the above rights and remedies as may be permitted at law or in equity by applicable law.

Payment by Company will not be construed as an express or implied grant of any rights under any of UOP’s patents to make, use or sell the Equipment, except the right to use the Equipment for the purpose for which they are sold by UOP.

UOP may, from time to time and in its sole discretion, issue surcharges under this agreement in order to mitigate and/or recover increased operating costs arising from or related to, without limitation: (a) foreign currency exchange variation; (b) increased cost of third-party content, labor and materials; (c) impact of duties, tariffs, and other government actions; and (d) any other circumstances that increase UOP’s costs, including, without limitation, increases in freight, labor, material or component costs, and increased costs due to inflation (collectively, “Economic Surcharges”).

UOP will invoice Company, through a revised or separate invoice, and Company agrees to pay for the Economic Surcharges pursuant to the standard payment terms in this agreement. If a dispute arises with respect to Economic Surcharges, and that dispute remains open for more than fifteen (15) days, UOP may, in its sole discretion, withhold performance and future shipments or combine any other rights and remedies as may be provided under this agreement or permitted by law until the dispute is resolved.

The terms of this section shall prevail in the event of inconsistency with any other terms in this agreement. Any Economic Surcharges, as well as the timing, effectiveness, and method of determination thereof, will be separate from and in addition to any changes to pricing that are affected by any other provisions in this agreement.

2. **TAXES** - UOP’s pricing excludes all taxes (including but not limited to, sales, use, excise, value-added, and other similar taxes), tariffs and duties (including but not limited to, amounts imposed upon the Equipment(s) or bill of material thereof under any Trade Act, including, but not limited to, the Trade Expansion Act, section 232 and the Trade Act of 1974, section 301) and charges (collectively “Taxes”). Company will pay all Taxes resulting from this agreement or UOP’s performance under this agreement, whether imposed, levied, collected, withheld, or assessed now or later. If UOP is required to impose, levy, collect, withhold or assess any Taxes on any transaction under this agreement, then in addition to the purchase price, UOP will invoice Company for such Taxes unless at the time of order placement, Company furnishes UOP with an exemption certificate or other documentation sufficient to verify exemption from the Taxes.

If any Taxes are required to be withheld from amounts paid or payable to UOP under this agreement, (a) such withholding amount will not be deducted from the amounts due UOP as originally priced, (b) Company will pay the Taxes on behalf of UOP to the relevant taxing authority in accordance with applicable law, and (c) Company will forward to UOP, within 60 calendar days of payment, proof of Taxes paid sufficient to establish the withholding amount and the recipient.

In no event will UOP be liable for Taxes paid or payable by Company. This clause will survive expiration or any termination of this agreement.

- 3. SETOFF** - Company will not set off or recoup invoiced amounts or any portion thereof against sums that are due or may become due from UOP, its parents, Affiliates, subsidiaries or other divisions or units.
- 4. CHANGES** – Company may request changes to the scope of this agreement subject to written acceptance by UOP.
- 5. COMPANY CAUSED DELAY** - If Company or Company’s designated supplier causes any delay, UOP is entitled to adjust price, schedule and other affected terms. Company or Company’s designated supplier will notify UOP immediately upon becoming aware of any circumstances that may cause a delay in delivery of Equipment under any accepted Order; such notification will not relieve Company of any liability for breach of its obligations under this agreement.
- 6. NONDISCLOSURE AND NON-USE OF PROPRIETARY INFORMATION & EQUIPMENT** – “Proprietary Information” means: (1) Technical Information and (2) Business Information.

“Technical Information” means, as applicable:

(a) when Company is the Disclosing Party, the data of Company or parties under Company’s control in connection with the Equipment and Services which is made available by Company or its nominee to UOP or its Affiliates under this agreement; and  
(b) when UOP is the Disclosing Party, the engineering, design, other technical information of UOP and its Affiliates regarding the Equipment and Services, including but not limited to the information generated by, the compositional information embodied in, and the physical characteristics, of the Equipment, or otherwise made available by UOP or its nominee to Company under this agreement.

“Business Information” means business related information including but not limited to pricing or marketing, the terms and conditions of any proposed or actual agreement between the parties or their Affiliates, and either party’s or its Affiliates’ business policies, or practices.

“Disclosing Party” means the party disclosing its Proprietary Information to the other party under this agreement.

“Receiving Party” means the party receiving the Proprietary Information of the other party under this agreement.

“Permitted Activities means, as applicable:

(a) with respect to Company, use of UOP Proprietary Information for the installation, operation and maintenance of the Equipment in the applicable unit, and

(b) with respect to UOP, use of Company Proprietary Information to supply the Equipment and to the extent necessary in the performance of UOP’s and its Affiliates’ business including providing Equipment or Services for Company from UOP and its Affiliates and not from any other source.

The Receiving Party will hold each item of Proprietary Information disclosed confidential and will not copy or use Proprietary Information except as necessary for the Permitted Activities. The Receiving Party will protect Proprietary Information using the same degree of care it uses to protect its own Proprietary Information, but in no event less than a reasonable degree of care. Each Party will retain ownership of its Proprietary Information including, without limitation, all rights in patents, copyrights, trademarks and trade secrets. No right or license is granted by this clause to either party or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent, patent application or other proprietary right of the other party, notwithstanding the expiration of the confidentiality obligations stated in this clause. The Receiving Party’s obligations under this clause with respect to Business Information will terminate 10 years after the effective date of this agreement.

The Receiving Party has no duty to protect any information that is:

(a) developed by Receiving Party and in its possession before Receiving Party’s receipt of such information under this agreement;

(b) in the public domain before Receiving Party’s receipt of such information under this agreement, or which subsequently enters the public domain through no act or omission by Receiving Party;

(c) rightfully furnished to Receiving Party by a third party without restrictions on use, copying or disclosure; or

(d) corresponding to that independently developed by any of the Receiving Party’s or its Affiliates’ employees or agents who have not had access to or who have not been informed of the substance of the information furnished to the Receiving Party by the Disclosing Party.

The above exceptions will not be construed as an express or implied grant under any intellectual property rights of Disclosing Party. An individual feature of the Proprietary Information will not be considered to be within the above exceptions merely because the feature is embraced by general information within the exceptions. A combination of features of the Proprietary Information will not be considered to be within the above exceptions unless the combination itself and its principle of operation are within the exceptions.

The Receiving Party may disclose the Proprietary Information only to its and its Affiliates’ employees and contract employees having a "need to know" with respect to the Permitted Activities. The Receiving Party will ensure each employee or contract employee to whom Proprietary Information is disclosed is aware of this agreement and has signed a contract making them subject to confidentiality obligations no less stringent than those imposed upon the Receiving Party under this agreement.

Despite the restrictions on disclosure in this agreement:

(a) Company may to the extent necessary for the Company’s Permitted Activities disclose minor, non-critical portions of Proprietary Information to a vendor of commodity equipment or materials or a supplier of construction labor to obtain quotes and procure such materials or services, provided Company first ensures that such third party has signed an agreement with Company

or UOP or UOP's Affiliate containing restrictions on use, copying and disclosure no less stringent than those imposed upon the Company under this agreement; and  
(b) UOP may to extent necessary for UOP's Permitted Activities disclose Proprietary Information to any third party who has signed an agreement with UOP, its Affiliate or Company containing appropriate restrictions on use, copying and disclosure.

If the Receiving Party is required to disclose Proprietary Information pursuant to applicable law, statute, regulation, or court order, the Receiving Party will give the Disclosing Party prompt written notice of the request to provide a reasonable opportunity to object to the disclosure in order to secure a protective order or appropriate remedy.

Each party acknowledges and agrees that if it breaches any obligations of this Non-Disclosure And Non-Use Of Proprietary Information clause, the other party may suffer immediate and irreparable harm for which monetary damages alone shall not be a sufficient remedy and that, in addition to all other remedies that the non-breaching party may have, the non-breaching party shall be entitled to i) seek injunctive relief, specific performance or any other form of relief in a court of competent jurisdiction, including, but not limited to, equitable relief, to remedy a breach or threatened breach hereof by the breaching party; and ii) enforce this Non-Disclosure And Non-Use Of Proprietary Information clause. Upon written request of the Disclosing Party, the Receiving Party agrees to return the disclosed Proprietary Information and all copies thereof to the Disclosing Party, or destroy the disclosed Proprietary Information and provide a written certificate of destruction to the Disclosing Party except for Proprietary Information that exists as part of regularly generated electronic backup data or archive data, the destruction of which is not reasonably practicable. For the avoidance of doubt, such electronic copies will be subject to the restrictions on use, copying and disclosure in this clause.

Company will not analyze nor reverse engineer any Equipment and Company shall prevent others from acquiring from Company any information concerning the Equipment. The equipment that are proprietary to UOP must be used only for the purpose for which they are furnished and will not be used for any other purpose or transshipped to any other destination without UOP's prior written consent.

IF THE COMPANY IS NOT THE END USER, the furnishing by UOP to Company of the Equipment and the Proprietary Information of UOP for use by an end user (where authorized by UOP) shall be conditional upon Company ensuring any end user and/or all other intermediaries involved in the sale and supply of the Equipment to the end user is bound, through written agreement with the Company or UOP direct, by restrictions on use and disclosure no less onerous than those contained in this clause, including the prohibition on analyzing and reverse engineering.

The terms and conditions of this "Non-Disclosure and Non-Use of Proprietary Information" clause will survive expiration or termination of this agreement.

- 7. DELIVERY & STORAGE** - All delivery dates set out in the UOP Proposal(s) are estimates. Unless the parties otherwise mutually agree in writing on the transfer of title and risk of loss or damage of the Equipment, for Equipment shipped outside the country of UOP's designated shipping site, title and risk of loss or damage to the Equipment will pass from UOP to Company at the point in time immediately after the Equipment leave the territorial waters of such country if shipped via ocean transport, or leave the overlying airspace of such country if shipped via air transport, or cross the border of such country and enter into a foreign jurisdiction if shipped via ground transport, whichever occurs first; and for equipment shipped to Company's destination within the country of UOP's designated shipping site, title and risk of loss or damage of the Equipment will pass from UOP to Company at the point in time the Equipment are loaded on the freight carrier at UOP's designated shipping site. Deliveries may be made on or before the requested delivery date and in partial shipments. Claims for shortages must be made in writing to UOP within 20 days after delivery otherwise all equipment are deemed delivered and accepted. Use of Equipment in Start Up shall also be considered conclusive evidence that all equipment are deemed delivered and accepted.

If Company does not authorize shipment within 30 days after the Ready for Shipment Date set forth in UOP's notice then UOP may deliver the Equipment to third party storage selected by UOP or, if selected by Company, approved by UOP, and arrange any insurance which Company may request in writing. All delivery and insurance costs as well as all costs for crantage, demurrage, police escorts and other incidental items related to UOP's delivery of the Equipment to storage shall be paid by Company directly, or if paid by UOP, then reimbursed by Company to UOP on receipt of UOP's invoice for such costs. If any payment is due from Company upon delivery of the Equipment, such payment will be due upon delivery of the Equipment to storage in accordance with this agreement. UOP's delivery of the Equipment to storage will not extend any warranty periods or, where applicable, the time for conducting any acceptance test for any equipment supplied under this agreement. Once the Equipment is delivered to storage, UOP has no further delivery obligations under this agreement for any equipment delivered to storage. Company is solely responsible for insuring the Equipment while in storage and for removing the Equipment from storage and delivering the Equipment to the ultimate destination as specified in this agreement once Company is ready to take delivery of such equipment. Company will indemnify and hold UOP harmless from any expenses, losses, damages or liabilities of any kind incurred in connection with the storage of any equipment, including, without limitation, any expenses, losses, damages or liabilities incurred in connection with the removal of the Equipment from storage or subsequent delivery of the Equipment to the ultimate destination specified under this agreement. UOP's Delivery Schedule shall be extended by the number of days after the Ready for Shipment Date that the Company takes to authorize shipment. For example, if Company authorizes shipment 10 days after the Ready for Shipment Date, UOP's Delivery Schedule shall be extended by 10 days.

## **8. EXPORT AND SANCTIONS**

**Export.** Company is responsible for compliance with all applicable import and export control laws and regulations. Company must obtain at its sole cost and expense all import, export, and re-export approvals and licenses required for equipment, transfers, services and technical data delivered and will retain documentation evidencing compliance with those laws and regulations.

**Sanctions.** Relating to the entry into and performance pursuant to this agreement, Company will comply with all Sanctions Laws, including regulations administered by the United States of America, the European Union and its Member States, the United Kingdom, and the United Nations ("Sanctions Laws"). Company will not sell, export, re-export, divert, use or otherwise transfer, any UOP products, technology, software, or proprietary information: (i) to or for any Sanctioned Persons or Sanctioned Jurisdictions; or (ii) for purposes prohibited by any Sanctions Laws. Company agrees that UOP may take any and all actions relating to this transaction or Agreement that are required to ensure full compliance with all Sanctions Laws without UOP incurring any liability. For the purpose of this paragraph, Sanctioned Persons are defined as any individual or entity: (1) named on a governmental

denied party or restricted list, including but not limited to: the Office of Foreign Assets Control (“OFAC”) list of Specially Designated Nationals and Blocked Persons (“SDN List”), the OFAC Sectoral Sanctions Identifications List (“SSI List”), and the sanctions lists under any other Sanctions Laws; (2) organized under the laws of, ordinarily resident in, or physically located in a jurisdiction subject to comprehensive sanctions administered by OFAC (currently Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk People’s Republic, or Luhansk People’s Republic regions of Ukraine/Russia) (“Sanctioned Jurisdictions”); and/or (3) owned or controlled, directly or indirectly, 50% or more in the aggregate by one or more of any of the foregoing.

- 9. EXCUSABLE DELAY OR NONPERFORMANCE** - Except for payment obligations, neither party will be liable to the other for any failure to meet its obligations due to any force majeure event. Force majeure is an event beyond the reasonable control of the non-performing party and may include but is not limited to: A. Delays or refusals to grant an export license or the suspension or revocation thereof, B. Any other acts of any government that would limit a party’s ability to perform under this agreement, C. Fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God, D. Quarantines or regional medical crises, E. Shortages or inability to obtain materials, equipment, energy, or components, F. Labor strikes or lockouts, and G. Riots, strife, insurrection, civil disobedience, landowner disturbances, armed conflict, terrorism or war, declared or not (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property) H. Inability or refusal by Company’s directed third party suppliers to provide UOP parts, services, manuals, or other information necessary to the Equipment or Services to be provided by UOP under this agreement..

If a force majeure event causes a delay, then the date of performance will be extended by the period of time that the non-performing party is actually delayed, or for any other period as the parties may agree in writing. Notwithstanding the prior sentence, quantities affected by this force majeure clause may, at the option of UOP, be eliminated from this agreement without liability, but this agreement will remain otherwise unaffected. When performance is excused, UOP may allocate its services and equipment in any manner that is fair and reasonable. However, UOP will not be obligated to obtain services, materials or equipment from other sources or to allocate materials obtained by UOP from third parties for UOP’s internal use.

- 10. TERMINATION** - Either party may terminate this agreement and any or all unperformed orders arising out of or related to this agreement, by giving written notice to the other party upon the occurrence of any of the following events: A. the other party materially breaches this agreement and fails to remedy the breach within 60 calendar days after receipt of written notice that specifies the grounds for the material breach; B. the other party fails to make any payment required to be made under this agreement when due, and fails to remedy the breach within 3 calendar days after receipt of written notice of non-payment; or C. any insolvency or suspension of the other party’s operations or any petition filed or proceeding made by or against the other party under any state, federal or other applicable law relating to bankruptcy, arrangement, reorganization, receivership or assignment for the benefit of creditors or other similar proceedings.

Termination does not affect any debt, claim or cause of action accruing to any party against the other before the termination. The rights of termination provided above in this clause may be combined with any other rights and remedies as may be permitted by applicable law or in equity.

If not sooner terminated as provided above in this clause, this agreement will terminate upon the expiration of the last of the warranty period or 18 months after the effective date.

After any termination under this agreement, neither party will have any further rights or obligations under this agreement except:

- (i) Company will remain liable under this agreement for any amounts accrued prior to termination; and
- (ii) the restrictions on use, copying and disclosure of Proprietary Information under clause 6 and the liability limitations in clause 12 will remain in effect.

**Cancellation.** Unless UOP’s Proposal includes a cancellation section setting out the sums payable in the event of cancellation, COMPANY AGREES THAT, SUBJECT TO THE FOREGOING, COMPANY HAS NO RIGHT TO CANCEL THIS AGREEMENT.

- 11. GOVERNING LAW & JURISDICTION** - This agreement and all matters related to this agreement will be governed by, construed in accordance with, and enforced under the laws of the country in which the UOP legal entity is organized, without regard to conflicts of law principles, or for UOP legal entity organized in the United States, the laws of the State of Illinois, without regard to conflicts of law principles. The courts of the country in which the UOP legal entity is organized, or the Federal courts of the State of Illinois, as applicable, will have exclusive jurisdiction to adjudicate any dispute arising out of or related to this agreement and the parties hereby submit to the jurisdiction of such courts. Application of the United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor law is specifically excluded. Company will not bring a legal or equitable action more than one year after the cause of action arose unless a shorter period is provided by applicable law.

**12. LIMITATION OF LIABILITY**

**Warranty for Equipment.** UOP warrants that upon delivery the Equipment (excluding software) will be (a) free from defects in material and workmanship and (b) conform to the specifications, if any, listed in this agreement. Company must provide UOP with written notice of any claim for breach of such warranty upon the earlier to occur of (i) 18 months from the date of delivery or (ii) 12 months from Start Up. As the sole and exclusive remedy for breach of such warranty, UOP will repair or replace the defective equipment at its cost. Company will bear all other costs, including, without limitation, transportation costs, removal or re-installation costs and labor costs of any Company employees or Company’s other contractor(s)’ employees. UOP will have no liability for equipment which have been consumed, which have been misused or subjected to detrimental exposure or accident or which have been treated or modified in a manner contrary to UOP’s instructions. If there is a separate agreement with UOP or its Affiliate relating to the performance of the Equipment, the guarantee(s) made therein shall be deemed to supersede and replace the above warranty.

**Warranty for Services.** UOP warrants that the services provided by it shall be performed in accordance with accepted engineering practices. Company must provide UOP with written notice of any claim for breach of such warranty within 6 months after completion of the services. As the sole and exclusive remedy for breach of such warranty, UOP shall re-perform, at UOP’s expense, that portion of the services for which a breach has occurred.

**Warranty for Software.** If applicable, UOP warrants that any supplied software, including firmware (computer programs contained permanently in a hardware device as a read only memory), shall be prepared in accordance with accepted engineering standards and as outlined in specifications supplied by UOP for the respective application. With respect to process analyzer

equipment, this warranty shall expire 60 calendar days after start-up of process analyzer equipment or 120 calendar days after shipment of process analyzer equipment, whichever occurs first. With respect to process control equipment, this warranty shall expire 12 months after start-up of process control equipment or 24 months after shipment of process control equipment, whichever occurs first. During the period of this warranty, any defective software shall be repaired or replaced, at UOP's option and at no cost to Company, or, if the defect is minor, UOP may direct Company to make the necessary correction; provided that Company gives UOP notice of any such defect within 20 calendar days after discovery. UOP shall have no liability for use of the software in a manner other than as recommended by UOP. UOP does not warrant that operation of a processor, or of the software installed therein, will be uninterrupted or error free.

The above warranties are subject to the following conditions:

(a) The Company's storage, installation, commissioning, operation and maintenance of the Equipment is conducted according to UOP procedures and sound engineering practices.

(b) Where specified as a requirement in the Proposal or is an option selected by the Company, the commissioning and Start Up of the Equipment is performed in the presence of UOP's technical representative(s) and Company follows the advice of such representative(s).

(c) The Equipment is not damaged during shipment, storage, installation, operation or maintenance and is not altered or repaired without UOP's prior written consent.

(d) The Equipment is operated in accordance to the design conditions that served as the basis for UOP's Equipment design, and Company keeps reasonably detailed records of the operation of the Equipment during the warranty period(s) and, upon UOP's request, allows UOP to examine such records.

(e) Company will (i) allow UOP access to the Equipment to determine any defects and to make any repair or replacement, (ii) at UOP's request and Company's expense, operate the Equipment under controlled conditions to help UOP to determine the cause of failure and (iii) will furnish skilled personnel at the Site to make repairs/replacements according to UOP's procedures.

(f) If UOP demonstrates that the Equipment is not in breach of any warranty or that a breach of any warranty is not due to the fault of UOP, then Company will pay for return freight and reimburse UOP for all costs and expenses incurred by or on behalf of UOP in responding to Company's claim at UOP's then regular rates.

**Infringement Indemnity.** UOP will pay damages finally awarded in any suit against Company based upon a finding that the design or construction of the Equipment sold under these terms directly infringes an unaffiliated third party's U.S. patent (or an unaffiliated third party foreign patent corresponding to an unaffiliated third party U.S. patent) in force as of the Effective Date of Agreement, provided that Company has promptly notified UOP in writing of such claim of infringement. UOP has been given the right, solely at its option and expense, to defend and/or settle the claim and Company has provided UOP all reasonable assistance in the defense and/or settlement of the claim. These terms expressly disclaim and do not contain any warranties of noninfringement of intellectual property rights of any kind whatsoever. This indemnity does not apply to any claim of infringement arising from the use of any Equipment by itself or in combination with other material or in the operation of any process, any Equipment specially manufactured or modified by UOP according to specifications furnished by Company, or any equipment not used for its ordinary purpose. This indemnity states UOP's entire liability and Company's exclusive remedy for any actual or alleged infringement of intellectual property rights.

THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. NO EXTENSION OF ANY WARRANTY WILL BE BINDING UPON UOP UNLESS SET FORTH IN WRITING AND SIGNED BY UOP'S AUTHORIZED REPRESENTATIVE.

As between UOP and Company, Company will at all times remain solely responsible for the installation, operation, alteration, maintenance and repair of the Equipment.

IN NO EVENT WILL UOP BE LIABLE FOR ANY INCIDENTAL CONSEQUENTIAL, SPECIAL, PUNITIVE, STATUTORY, OR INDIRECT DAMAGES, LOSS OF PROFITS, REVENUES, OR USE, OR THE LOSS OR CORRUPTION OF DATA, OR LOSS OF PRODUCTIVITY, OR LOSS OF GOODWILL, EVEN IF INFORMED OF THE POSSIBILITY OF THESE DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE AGGREGATE LIABILITY OF UOP FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED PURCHASE PRICE RECEIVED BY UOP FROM COMPANY FOR THE EQUIPMENT OR SERVICES IN QUESTION. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY REGARDLESS OF WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, INDEMNITY, WARRANTY, TORT, OPERATION OF LAW, OR OTHERWISE.

**13. DATA PRIVACY** - Each party acknowledges and agrees that it may process certain business contact details relating to individuals engaged by the other party in the performance of that other party's obligations under this agreement ("Staff"). Each party will take appropriate technical and organizational measures to protect such personal data against any security breaches and shall securely delete it once no longer required for the purposes for which it is processed. Where appropriate and in accordance with the applicable data protection legislation, each party shall inform its own Staff that they may exercise their rights in respect of their personal data against the other party by sending a written request with proof of identity to the other party.

#### **14. GENERAL PROVISIONS**

**Assignment.** Neither party will assign any rights or obligations under this agreement without the advance written consent of the other party, which consent will not be unreasonably withheld or delayed except that either party may assign this agreement in connection with the sale or transfer of all or substantially all of the assets of the product line or business to which it pertains. Any attempt to assign or delegate in violation of this clause will be void. No assignment will be valid until the assignee has assumed in writing all of the rights and obligations of the assignor under this agreement. Assignment of this agreement will not relieve the assignor of its obligations under clause 6.

**Remedies.** Except where specified to the contrary, the express remedies provided in this agreement for breaches by UOP are in substitution for remedies provided by law or otherwise.

**Severability.** If any provision or portion of a provision of this agreement is determined to be illegal, invalid, or unenforceable, the validity of the remaining provisions will not be affected. The parties may agree to replace the stricken provision with a valid and enforceable provision.

**Subcontractors.** UOP has the right to subcontract its obligations under this agreement. Use of a subcontractor will not release UOP from liability under this agreement for performance of the subcontracted obligations.

**Survival.** Provisions of this agreement that by their nature should continue in force beyond the completion or termination of this agreement, or any associated orders, will remain in force.

**Third Party Beneficiaries.** Except as expressly provided to the contrary in this agreement, the provisions of this agreement are for the benefit of the parties to this agreement only and not for the benefit of any third party.

**Waiver.** Failure of either party to enforce at any time any of the provisions of this agreement will not be construed to be a continuing waiver of any provisions hereunder.

**Entire Agreement.** This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous agreements, communications, or representations, either verbal or written between the parties hereto. Any oral understandings are expressly excluded. This agreement may not be changed, altered, supplemented or added to except by the mutual written consent of the parties' authorized representatives.

**UOP's sale is limited to the terms herein and any additional or different terms or conditions in Company's purchase order or any other agreement or understanding are deemed to be material alterations and are rejected and not binding upon UOP. UOP's acceptance of Company's purchase order is expressly conditional upon Company's acceptance of these terms.**