

## UOP STANDARD TERMS OF SALE FOR PRODUCTS (excluding additional terms applicable to products containing precious metals)

Except as otherwise agreed to by the parties in writing, the following terms and conditions apply to the agreement for the sale described in the UOP's proposal and its appendices, including, where applicable, UOP's acceptance of Company's purchase order pursuant to the terms set out herein ("Agreement"):

**1. PRICING AND PAYMENTS** - Unless Company has been approved for credit terms by UOP, payment for all orders will be made at the time of order placement. In the event Company has been approved for credit terms, payment for that order will be due no later than thirty (30) calendar days from the date of the invoice, unless a shorter time period is specified on the invoice or otherwise communicated to Company in writing. UOP will determine in its sole discretion if Company qualifies for credit terms. 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. UOP may, at its sole discretion require additional security (e.g., bank guarantee, standby letter of credit, corporate guarantee, etc.) for a Company with no established credit terms and will be 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 and may submit invoices electronically. Payments must be made in US Dollars 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. If Company makes any unapplied payment and fails to reply to UOP's request for instruction on allocation within seven (7) calendar days, UOP may set off such unapplied cash amount against any Company past-due invoice(s) at its sole discretion. An unapplied payment shall mean payment(s) received from Company without adequate remittance detail to determine what invoice the payment(s) shall be applied to.

Disputes as to invoices must be accompanied by detailed supporting information and are deemed waived fifteen (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. Company must pay the undisputed amount of the invoice within the original invoice payment due date.

If Company is delinquent in its payment obligations to UOP for any undisputed amount, UOP may, at UOP's sole option and until all delinquent amounts and late charges, if any, are paid:

- a. be relieved of its obligations with respect to guarantees, including without limitation, turnaround times, spares support and lead-times;
- b. refuse to process any credit to which Company may be entitled;
- c. set off any credit or sum owed by UOP to Company against any undisputed amount owed by Company to UOP including but not limited to amounts owed under any contract or order between the parties;
- d. withhold performance, including, without limitation, suspending all work, the prior grant of any license rights and future shipments to Company;
- e. declare Company's performance in breach and terminate any order;
- f. repossess products, reports, technical information or any other items delivered pursuant to this Agreement for which payment has not been made;
- g. deliver future shipments on a cash-with-order or cash-in-advance basis;
- h. assess late charges on delinquent amounts at a rate of 1.5% per month or the maximum rate permitted by law, if lower, for each month or part thereof;
- i. charge storage or inventory carrying fees on products, parts, or raw material;
- j. recover all costs of collection including, without limitation, reasonable attorneys' fees;
- k. if Company is delinquent on a payment schedule, accelerate all remaining payments and declare the total outstanding balance then due and owing;
- l. require Company provide UOP, 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 limit to additional security (e.g., bank guarantee, standby letter of credit, corporate guarantee, etc.); or
- m. combine any of the above rights and remedies as may be permitted by applicable law.

**Surcharges:** 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 products, except the right to use the products 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) calendar 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 AND DUTIES** - UOP's pricing excludes all taxes (including but not limited to sales, use, excise, environmental, value-added, and other similar taxes or fees imposed on the sale or transfer of goods or provision of services under this Agreement), tariffs and duties (including, but not limited to, amounts imposed upon the product(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 a valid exemption certificate or other documentation sufficient to verify exemption from the Taxes, including, but not limited to, a direct pay permit. If any Taxes are

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required to be withheld from amounts paid or payable to UOP under this Agreement, (i) the amount due to UOP will be increased so that the amount UOP receives, net of the Taxes withheld, equals the amount UOP would have received had no Taxes been required to be withheld, (ii) Company will withhold the required amount of Taxes and pay such Taxes on behalf of UOP to the relevant taxing authority in accordance with applicable law, and (iii) Company will forward proof of such withholding sufficient to establish the withholding amount and recipient to UOP within sixty (60) calendar days of payment. In no event will UOP be liable for Taxes paid or payable by Company.

**3. SETOFF** - Neither Company nor its affiliated entities (nor any representative or agent thereof) shall attempt to set off or recoup any invoiced amounts or any portion thereof against other amounts that are due or may become due from UOP, its parent, affiliates, subsidiaries or other legal entities, business divisions, or units.

**4. MINIMUM ORDER QUANTITY AND CHANGES – a.** Depending on Company's local region and the products being purchased, UOP may impose a minimum order value, minimum order quantities and processing fees for custom orders or orders below the imposed minimum thresholds. UOP may also charge processing fees for orders placed manually and not through its ecommerce website. Subject to periodic revision, the minimum order value is US\$1000, excluding shipping and handling costs, below which a US\$100 fee will be applied to an order, and the manual processing fee is US\$100 per order.

**b.** Change Order is a written order signed by Company and UOP authorizing a change in the Work or adjustment in the Price or a change to the schedule.

**c.** Company may request UOP to submit proposals for changes in the Work, subject to acceptance by UOP. If Company chooses to proceed, such changes in the Work will be authorized by a Change Order. Unless otherwise specifically agreed to in writing by both parties, if UOP submits a proposal pursuant to such request but Company chooses not to proceed, Company shall issue a Change Order to reimburse UOP for any and all costs incurred in preparing the proposal.

**d.** UOP may make a written request to Company to modify this Agreement based on the Company's action or inaction, or the receipt or discovery of information, not expressly contemplated by this Agreement that UOP believes will cause a change to the Work, Price, schedule, level of performance, or other facet of this Agreement. UOP will submit its request to Company within a reasonable time after receipt of, or the discovery of, information that UOP believes will cause a change to the Work, Price, schedule, level of performance, or other facet of this Agreement. This request shall be submitted by UOP before proceeding to execute the change, except in an emergency endangering life or property, in which case UOP shall have the authority to act, in its discretion, to prevent threatened damage, injury or loss (an "Emergency"). UOP's request will include information necessary to substantiate the effect of the change and any impacts to the Work, including any change in schedule or Price. Company will have five (5) business days to accept or reject the Change Order. If Company fails to respond within five (5) business days, or in the case of an Emergency, the Change Order will be deemed accepted and Company shall extend the schedule and/or pay for the change in the Work. If, after the Company has rejected the Change Order, Company and UOP cannot agree on the amount of the adjustment in the Price or the schedule, it shall be escalated to the VP of operations, general manager of the business, or business leader with similar responsibilities. If no agreement can be reached, it shall be escalated to the president for which the business resides. Any change in the Price or schedule resulting from such claim shall be authorized by Change Order. If Company rejects the Change Order, UOP shall not be obligated to perform the additional or altered Work.

**5. COMPANY CAUSED DELAY** - UOP is not liable for any delays or increased costs caused by delays in obtaining parts, materials, equipment, services or software from a Company-designated supplier, for Company's failure to timely provide information required for the Work, or any other delay caused by, or within the control of, Company. In the event that a delay caused by the Company is ongoing for a period of time which is ninety (90) calendar days or longer, UOP may provide notice to Company that it is cancelling this Agreement or affected portion thereof.

**6. NONDISCLOSURE AND NON-USE OF PROPRIETARY INFORMATION & PRODUCTS** – "Proprietary Information" means: (1) Technical Information and (2) Business Information. "Technical Information" means, as applicable: (a) when Company is the disclosing party under this Agreement, the data of Company or parties under Company's control in connection with the products 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 under this Agreement, the engineering, design, other technical information of UOP and its Affiliates regarding the products and services, including but not limited to the information generated by, the compositional information embodied in, and the physical and chemical characteristics, of the products, 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. "Permitted Activities" means, as applicable: (a) with respect to Company, use of UOP Proprietary Information for the use of the products in the applicable unit, and (b) with respect to UOP, use of Company Proprietary Information to supply the products and to the extent necessary in the performance of UOP's and its Affiliates' business including providing products 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 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.

Company will not analyze nor reverse engineer any products nor furnish samples of products to others and Company shall prevent others from acquiring from Company any information concerning or samples of the products. The products 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 transhipped to any other destination without UOP's prior written consent.

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IF THE COMPANY IS NOT THE END USER, the furnishing by UOP of the products 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 products 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, reverse engineering and providing samples.

The terms and conditions of this clause will survive expiration or termination of this Agreement.

**7. DELIVERY – a.** 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 products, for products shipped outside the country of UOP's designated shipping site, title and risk of loss or damage to the products will pass from UOP to Company at the point in time immediately after the products 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 products shipped to Company's destination within the country of UOP's designated shipping site, title and risk of loss or damage of the products will pass from UOP to Company at the point in time the products 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.

**b.** Deliveries may be made in partial shipments. UOP will not be liable to Company or any third party for any damages or penalties whatsoever, whether direct, indirect, special or consequential (including, without limitation, liquidated damages in your contracts with Company's customers), resulting from UOP's failure to perform or its delay in performing, unless otherwise agreed in a signed writing by an authorized representative. Notwithstanding the foregoing, if UOP delivers a quantity of product in excess of the quantity ordered by Company, or a type of product different than that ordered by Company, Company may return such excess or different product to UOP within sixty (60) calendar days after invoice at UOP's cost for a full refund. Additionally, UOP shall bear the cost of redirecting shipments made to a location other than that set forth in this Agreement if caused solely by its error. Company is liable for any delays or increased costs incurred by UOP caused by Company's acts or omissions including, without limitation, all costs UOP incurs for redirecting shipments due to any incorrect information or address you or your representatives provide.

**c.** Delivery Term. Unless otherwise specified in UOP's proposal, delivery terms for products (excluding software and services) are (i) FCA (FCA Incoterms 2020) UOP's point of shipment ("UOP Dock") for all international shipments and (ii) Ex-Works UOP Dock for all domestic shipments.

**d.** Early Delivery & Future Delivery. UOP will schedule delivery in accordance with its standard lead times unless this Agreement states a later delivery date or the parties otherwise agree in writing. Orders will be accepted with a future ship date of up to twelve (12) months from the date of order entry, unless otherwise agreed to by the parties. UOP reserves the right to ship orders earlier than scheduled delivery dates. Early shipments will be processed using the same method and carrier identified in the order. Without imposing any liability on UOP in respect of any delays of for non-performance, if Company requests a delivery date for an order within standard lead times that UOP accepts, UOP shall be entitled to assess an expedited freight fee on such order. If Company does not accept delivery of shipment at any time, UOP reserves the right to store the product pending delivery, and Company shall be responsible for all costs associated with storage, insurance, re-delivery and associated logistics.

**e.** Claims for shortages must be made in writing to UOP within twenty (20) calendar days after delivery otherwise all products are deemed delivered and accepted.

**8. EXPORT, SANCTIONS AND ANTI-BRIBERY**

**Export.** Company is responsible for compliance with all applicable import and export control 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.

**Anti-Bribery.** UOP is an Affiliate of Honeywell International Inc. ("Honeywell"). Honeywell and UOP are subject to national and international laws prohibiting bribery and corruption. Because Honeywell is a US company, it and its Affiliates employees, Honeywell-controlled joint ventures and joint bidding arrangements, as well as any third party acting on Honeywell's or its Affiliates' behalf must comply with the US Foreign Corrupt Practices Act ("FCPA") and similar anticorruption laws applicable in the countries where Honeywell and its Affiliates operate.

Company certifies that has read, understands, and agrees to abide by the provisions of, the Honeywell Code of Business Conduct which is available at: <https://www.honeywell.com/who-we-are/integrity-and-compliance> and Honeywell Anticorruption Policy <https://www.honeywell.com/content/dam/honeywellbt/en/documents/downloads/Anticorruption%20Policy%202066%20pdf.pdf>

The Company agrees that in connection with its activities under this Agreement, neither the Company nor any agent, affiliate, employee, or other person acting on its behalf will offer, promise, give or authorize the giving of anything of value, or offer, promise, make or authorize the making of any bribe, rebate, payoff, influence payment, kickback or other unlawful payment, to any government official or political party in order to obtain or retain business, gain any unfair advantage or influence any government official decision.

If UOP has reason to believe that the provisions of this Agreement may have been violated, UOP and its authorized representatives will have the right to audit, examine and make copies of all records that relate to this Agreement including, but not limited to, financial, legal, tax, accounting, operational, labor, and regulatory information.

The Company will retain and preserve all records and materials including invoice records, pertaining to this Agreement for a period of 3 (three) years after the termination of this Agreement or for the period prescribed by applicable law, whichever period is longer. In the event that UOP determines, in its sole discretion, that the Company has engaged in conduct that violates the Honeywell Anticorruption Policy or its applicable anti-corruption laws and regulations, Honeywell immediately shall have the right to terminate this Agreement.

If Company learns of any violations of the above anticorruption provisions in connection with the performance of this Agreement, it will immediately advise Honeywell's (a) Chief Compliance Officer (b) any member of the Integrity and Compliance Department (c) Honeywell Access Integrity Helpline (AccessIntegrityHelpline@honeywell.com). Company agrees to cooperate fully with any UOP investigation, audit or request for information.

**9. EXCUSABLE DELAY OR NONPERFORMANCE - a.** Force Majeure. 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. 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 otherwise remain unaffected. Force majeure is an event beyond the reasonable control of the non-performing party and includes, without limitation:

1. Delays or refusals to grant an export license or the suspension or revocation thereof,
2. Any other acts of any government that would limit a party's ability to perform under this Agreement,
3. Fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God,

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4. Pandemics, epidemics, quarantines, or regional medical crises,
5. The presence of Hazardous Substances of Mold,
6. Shortages or inability to obtain materials, equipment, energy, or components,
7. Labor strikes or lockouts,
8. 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),
9. Inability or refusal by Company's directed third-party suppliers to provide UOP parts, services, manuals, or other information necessary to the products or services to be provided by UOP under this Agreement, or
10. Any other cause beyond the non-performing party's reasonable control.

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.

When performance is excused, UOP may allocate its services or its supplies of materials and products in any manner that is fair and reasonable. However, UOP will not be obligated to obtain services, materials or products from other sources or to allocate materials obtained by UOP from third parties for UOP's internal use. Should any part of the system or any equipment in each case that are related to the Work be damaged by fire, water, lightning, acts of God, the presence of Hazardous Substances or Mold, third parties, or any other cause beyond the control of UOP, any repairs or replacement shall be paid for by Company.

For the avoidance of doubt, there need not be a Force Majeure Event to invoke Economic Surcharges in Clause 1 (Pricing and Payments). In the event that a Force Majeure Event is ongoing for a period of time which is ninety (90) calendar days or longer, UOP may provide notice to Company that it is cancelling this Agreement or affected portion thereof.

**b. COVID-19.** Notwithstanding any other provision of this Agreement, in light of the COVID-19 pandemic, the effects of which cannot be foreseen, the parties agree that UOP shall be entitled to an equitable extension of time to deliver or perform its Work and appropriate additional compensation to the extent UOP's delivery or performance, or the delivery or performance of its suppliers and/or subcontractors, is in any way delayed, hindered or otherwise affected by the COVID-19 pandemic.

**10. SUSPENSION AND TERMINATION** - UOP may terminate this Agreement immediately upon notice to Company upon the occurrence of any of the following events: (a) Company fails to perform or breaches any of its obligations and covenants under this Agreement, and such default continues for more than sixty (60) calendar days after written notice specifying the failure to perform or breach (unless such breach is determined to be incapable of cure, determined in UOP's sole discretion, in which case termination is effective immediately); (b) Company fails to make any payment hereunder due within five (5) calendar days after written notice of such non-payment; (c) attempted assignment of this Agreement by Company or any rights hereunder without UOP's prior written consent, which includes a sale or transfer of substantially all of Company's assets, a majority interest in its voting stock, or a merger or consolidation with one or more entities; (d) Company experiences one or more of the of the following insolvency-related circumstances: (i) it ceases to function as a going concern or to conduct its operations in the normal course of business (including an inability to meet obligations as they mature), (ii) a receiver is appointed for its assets, (iii) bankruptcy or insolvency proceedings are brought by or against it, or (iv) it makes an assignment for the benefit of creditors; (e) Company violates the law or any of its owners, officers, principals, members or partners is indicted or convicted on charges of felony, conversion, embezzlement or any morally reprehensible act which could, in UOP's sole discretion, adversely impact UOP; or (f) Company engages in any conduct or practice which, in UOP's sole discretion, is or could be detrimental or harmful to the good name, goodwill and reputation of UOP or products. 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 in this clause are not exclusive of other remedies that a party may be entitled to under this Agreement or in law or equity, including, without limitation, payment for services performed and for losses sustained for materials, tools, construction equipment and machinery, reasonable overhead, profit, and applicable damages. UOP may suspend performance of any services under this Agreement at Company's expense if UOP determines that performance at Company's site may violate the law and/or cause a safety, security, or health risk.

After any termination under this clause, 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.** COMPANY AGREES THAT, SUBJECT TO THE FOREGOING, COMPANY HAS NO RIGHT TO CANCEL THIS AGREEMENT. Notwithstanding the foregoing, if Company cancels this Agreement or any portion thereof, it will owe a cancellation fee equal to the total price under this Agreement of the product(s) in question.

**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 for the United States 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 Products.** UOP warrants that upon delivery the products will be of merchantable quality. Company must provide UOP with written notice of any claim for breach of such warranty upon the earlier to occur of (i) twelve (12) months from the date of delivery or (ii) six (6) months from the date of first use. As the sole and exclusive remedy for breach of such warranty, UOP will repair or replace the defective products 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 products 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 products, 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 must be made in writing to UOP within six (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. **Infringement Indemnity.** UOP will pay damages finally awarded in any suit against Company based upon a finding that the design, composition, or construction of the products 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 shipment date, 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 products by itself or in combination with other material or in the operation of any process, any products specially manufactured or modified by UOP according to specifications furnished by Company, or any products 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

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EXTENSION OF ANY WARRANTY WILL BE BINDING UPON UOP UNLESS SET FORTH IN WRITING AND SIGNED BY UOP'S AUTHORIZED REPRESENTATIVE.

IN NO EVENT WILL UOP BE LIABLE FOR ANY INCIDENTAL CONSEQUENTIAL, SPECIAL, PUN/ITIVE, 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 PRODUCTS 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

**Affiliates.** In this Agreement, the term '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.

**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.

**Precious Metals.** For orders for products containing precious metals, the precious metals shall be supplied by the Company to UOP and the additional terms and conditions set out in UOP's proposal in relation to such precious metals shall apply in addition to these terms and conditions.

**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 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.**