

TERMS AND CONDITIONS - PARTS

The following terms and conditions govern the sale by GEA Systems North America LLC. ("Seller") of equipment parts to the purchasing customer (the "Buyer") pursuant to its purchase order and any contract (the "Contract") made by and between the Buyer and Seller. These terms and conditions shall supersede, and shall be substituted for, any conflicting or additional provisions proposed by the Buyer in its purchase order or contract. Any payment made by Buyer to Seller shall be evidence of Buyer's assent to these terms and conditions.

FIRM ORDER. Prices are firm for thirty (30) days unless extended in writing by Seller. Orders are not subject to cancellation without reimbursement to Seller for any and all expenses of packing and shipping plus a cancellation charge equal to 20% of the purchase price of the parts ordered. Special order (or custom fabricated) parts cannot be cancelled. If a portion of this parts order is cancelled or deferred until a later date, it is understood that Seller will be paid in full for the parts then shipped with no percentage to be retained. In the absence of direction and/or instructions, parts and/or equipment will be shipped by the method and carrier Seller believes dependable. For orders above \$100,000.00 or where specified in Seller's proposal or quote, Seller may require a deposit of not less than 50% of the contract amount upon order placement with the remaining 50% due on shipment.

EQUIPMENT PARTS. Seller reserves the right to substitute like parts of different manufacture without notification or approval. Seller cannot be held responsible for any changes in equipment or any modifications to the equipment system furnished by others, which may have taken place since the original installation. In addition, Seller cannot be held responsible for thermal distortion, corrosion, abrasion or deformation to the existing equipment which may have occurred, and could possibly cause difficulty in the assembly of the purchased parts or replacement components.

WARRANTY. Neither process or production guarantees are expressed or implied by this sale of equipment parts. Seller warrants to the Buyer that the purchased parts of Seller design and manufacture are free from defects in material and workmanship for a period of 90 days from the date of delivery of the parts provided that: (a) the parts are installed in accordance with Seller's specifications and instructions and are used and maintained normally and properly in accordance with Seller's instructions as to maintenance and operation, whether given orally or set forth in written operation and maintenance manuals and instruction sheets furnished by Seller; (b) the equipment or parts have not been changed without the prior written approval of Seller; (c) Buyer gives prompt written notice to Seller before the end of the warranty period specifying all alleged defects in the parts purchased; and (d) Buyer preserves and turns over to Seller or permits reasonable inspection by Seller of all allegedly defective equipment, parts or items. This warranty shall not cover (i) any equipment or parts furnished by Buyer or any third party, (ii) ordinary wear and tear, (iii) any defects arising from corrosion, abrasion, use of unsuitable lubricants, or negligent attendance or faulty operation, or (iv) any defects caused by errors on the part of Buyer in not providing adequate protection against influences which may affect any part or its operation.

THIS WARRANTY OF MATERIAL AND WORKMANSHIP IS THE ONLY WARRANTY MADE BY SELLER AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND SELLER DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR SPECIFIC PURPOSE, SUITABILITY OR PERFORMANCE. NO OTHER PROMISE OR AFFIRMATION OF FACT SHALL CONSTITUTE A WARRANTY OF SELLER OR GIVE RISE TO ANY LIABILITY OR OBLIGATIONS ON THE PART OF SELLER.

Seller's obligation under this warranty is strictly and exclusively limited to furnishing repairs or replacements for parts determined to be defective on inspection by an authorized representative of Seller. Seller assumes no responsibility and shall have no liability for any repairs or replacements by Buyer without Seller's prior written authorization, and the Buyer agrees to provide free access for such inspection, repair or replacement by Seller.

RETURN POLICY. All returns must have prior authorization from Seller and include a Seller-issued RMA number. Items without an RMA number will be refused. All returns are subject to a restocking fee up to 20% and must be returned in an unused condition within 30 days of receipt. Incorrectly received parts must be returned within the 90 day warranty period. Installed, used or any parts which have been exposed to product in any manner are not returnable for any reason. Any items returned for service or repair must be accompanied by an RMA number and an MSDS document. Special order (or custom fabricated) parts cannot be returned.

DAMAGES. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY OR THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED OR EXCLUSIVE REMEDY: (A) SELLER'S AGGREGATE RESPONSIBILITY AND LIABILITY, WHETHER ARISING OUT OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, UNDER THE PURCHASE ORDER OR CONTRACT, INCLUDING, BUT NOT LIMITED TO ALL CLAIMS FOR BREACH OF ANY WARRANTY OR GUARANTEE, FAILURE OF PERFORMANCE OR DELAY IN PERFORMANCE BY SELLER OR PERFORMANCE OR NON-PERFORMANCE OF THE PURCHASED PARTS SHALL NOT EXCEED THE CONTRACT PRICE FOR THE PURCHASED PARTS, AND (B) IN NO EVENT SHALL SELLER BE LIABLE IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, FOR (1) ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, (2) LOSS OF PROFIT OR REVENUES, LOSS OF PRODUCT OR RAW MATERIAL, RECALL COSTS, OR PLANT DOWNTIME WHETHER SUFFERED BY THE BUYER OR ANY THIRD PARTY, OR (3) FOR ANY LOSS OR DAMAGE ARISING OUT OF THE SOLE OR CONTRIBUTORY NEGLIGENCE OF THE BUYER, ITS EMPLOYEES OR AGENTS OR ANY THIRD PARTY.

SECURITY INTEREST. Without waiving any rights to elect to proceed under applicable lien laws, Seller reserves a security interest in the parts furnished. By accepting the parts Buyer grants to Seller a security interest in such parts to secure the full and prompt payment for such parts until the purchase price (including any notes therefor) has been fully paid in cash. Buyer agrees to provide Seller with such documents, including financing statements, as Seller may require to perfect such security interest in accordance with applicable law. In the event of any default in payment, Seller shall have all rights of repossession and other rights available to a secured party under the laws applicable thereto.

PROPRIETARY AND CONFIDENTIAL INFORMATION. Notwithstanding any other provision of the Contract, all drawings, notebooks, operating data, specifications, and other information, data and material furnished to Buyer by Seller shall remain the proprietary and confidential property of Seller. Such proprietary and confidential information and data shall not be shown or otherwise made available to any third party at any time without Seller's prior written consent, nor shall any third party be permitted to measure or otherwise technically examine or test Seller's parts without Seller's prior written consent. Intellectual or industrial property rights as may be obtained on the basis of the information given to Buyer under the purchase order shall remain the exclusive property of Seller.

SAFETY REQUIREMENTS OF BUYER. Buyer shall install the purchased parts in accordance with the Seller instruction manual and shall use and shall train and require its employees to use, all safety devices, guards, and proper safe operating and maintenance procedures as prescribed by all applicable laws, rules, regulations, codes and standards and as set forth in operating and maintenance manuals and instruction sheets furnished by Seller. Buyer shall not remove or modify any safety device, guard or warning sign. If Buyer fails to strictly observe any of the obligations set forth in the two preceding sentences, or if Buyer fails to use any parts or equipment specified to be used by Seller in conjunction with Seller's parts or equipment, then Buyer agrees to defend, indemnify and save Seller harmless from, any liability or obligation (including the costs and attorney's fees of any suit or claims related thereto) incurred by Seller as a result of persons being injured or property being damaged directly or indirectly in connection with the operation of such equipment or parts as a result of such failure.

GOVERNING LAW. The laws of the State of Maryland, without reference to its conflicts of laws provisions, shall govern as to all matters concerning this sale of equipment parts.

CHANGES. If pursuant to Buyer's written direction or request, any change is made in the equipment parts to be furnished, then the agreed price shall be increased or decreased to reflect such change and the time for delivery shall be extended to the extent required to make such a change.

DELIVERY/RISK OF LOSS. Delivery shall be Ex Works (Incoterms 2010) manufacturer plant as specified by Seller. Buyer shall bear the risk of loss of or damage to the equipment parts after delivery.

DIRECT SHIPMENTS: Notwithstanding any provision to the contrary, freight for parts shipped directly from Seller's supplier to Buyer shall be prepaid and added to Seller's invoice.