



Terms & Conditions of Sale (Products and/or Services)

1. General. "Seller" means Quincy Compressor LLC. "Buyer" means the entity to which Seller is offering or providing a Product and/or Service. "Product" means any product, equipment, accessory, part, and/or any other item offered or sold by Seller to Buyer. "Service" means any installation, start-up, inspection, repair, preventive maintenance, air audit, and/or any other type of service or work offered or performed by Seller for Buyer. This Terms and Conditions of Sale document is hereinafter referred to as these "Terms and Conditions of Sale". Seller and Buyer are sometimes referred to herein individually as a "Party" and jointly as the "Parties". These Terms and Conditions of Sale apply to any sale of any Product and/or Service by Seller regardless of whether any quotation/proposal is provided by Seller. **SELLER'S SALE OF ANY PRODUCT AND/OR SERVICE IS EXPRESSLY CONDITIONED ON BUYER'S ASSENT TO THESE TERMS AND CONDITIONS OF SALE. ANY ACCEPTANCE OF SELLER'S OFFER IS EXPRESSLY LIMITED TO ACCEPTANCE OF THESE TERMS AND CONDITIONS OF SALE. ANY TERMS OR CONDITIONS (PREVIOUSLY, CONTEMPORANEOUSLY, OR HEREAFTER) PROVIDED BY BUYER WHICH ADD TO, VARY FROM, OR CONFLICT WITH THESE TERMS AND CONDITIONS OF SALE ARE HEREBY EXPRESSLY OBJECTED TO.** Any order from Buyer to Seller shall constitute Buyer's assent to these Terms and Conditions of Sale. In the event a separate written agreement covering terms and conditions has been negotiated and mutually signed by authorized representatives of Buyer and Seller, and such agreement is applicable and in effect, it shall take precedence (to the extent of conflicts) and the terms and conditions set forth in these Terms and Conditions of Sale will be supplemental to those of such agreement. All orders submitted to Seller are received subject to approval or rejection by Seller at its headquarters.

2. Prices. Unless otherwise specified by Seller in its written quotation, all prices are stated by Seller in United States dollars, and all invoices issued by Seller and payments made by Buyer shall be in United States dollars. Prices shall be Seller's applicable price in effect at the time of shipment. Seller expressly reserves the right to increase the quoted price in the event of increased costs and/or in the event of modifications to the scope of supply/specifications/criteria not part of Seller's original price quotation.

3. Taxes. Taxes are not included in the price, unless the price indicated by Seller specifically lists such tax as a line item. Buyer is responsible for any and all applicable taxes (except any taxes on Seller's income). If sales tax, use tax, or similar taxes in addition to any listed specifically as part of the stated purchase price are imposed upon Seller, Buyer agrees to pay the same or reimburse Seller. Seller will accept a valid exemption certificate from Buyer, if applicable.

4. Order-related changes requested by Buyer. Any and all order-related changes requested by Buyer (whether with respect to changes in drawings, designs, specifications, material, packing, time and place of delivery, mode of transportation, or otherwise) are subject to approval (in writing) by Seller and may result in an increase in the price and/or a change in any delivery schedule. Pricing for work arising from such changes shall be at Seller's then-current applicable rates/price.

5. Testing (if applicable). If specified and quoted by Seller in its written quotation and agreed between the parties in writing, Seller will conduct agreed upon tests and/or schedule agreed upon inspections/reviews by Buyer with respect to the Product. Unless specifically agreed otherwise in writing between the parties, the location of any such test/inspection (if any) shall be Seller's (or Seller's affiliate's) applicable factory and the procedures/standards/criteria for the test/inspection shall be Seller's normal applicable procedures/standards/criteria. It is expressly acknowledged that Buyer will not have a right to enter Seller's facility (or

any affiliate's facility) to test, inspect, or review any Product if Seller has not specifically agreed in writing to such test/inspection/review (including with respect to the specific date of such test/inspection/review and the specific procedures/standards/criteria).

6. Delivery. 6.1. Lead-times and shipping dates/periods (whether indicated as a range of weeks or otherwise) are estimates only, and are among other things based upon timely receipt of all necessary information and approvals. In no event will the indicated lead-time or shipping/delivery period begin to run prior to Seller's receipt of all necessary information, approvals and completion of all details deemed necessary by Seller for execution of the order.

6.2. Products manufactured, assembled or warehoused in the continental United States are delivered F.O.B. shipping point of origin, and Products shipped from outside the continental United States are delivered F.O.B. point of U.S. entry. Seller will arrange for an appropriate means of transportation of Products and select the carrier. Transportation charges are at Buyer's expense. Notwithstanding any agreement with respect to delivery terms or payment of transportation charges, the risk of loss or damage shall pass to Buyer and delivery shall be deemed to be complete upon delivery to a private or common carrier or upon moving into storage, whichever occurs first, at the shipping point of origin for Products assembled, manufactured or warehoused in the continental United States or at the point of U.S. entry for Products shipped from outside the continental United States.

6.3. Seller reserves the right to deliver in installments.

6.4. Where the scheduled delivery of Products is delayed by Buyer or by reason of any of the contingencies referred to in Section 19 ("Force Majeure"), Seller may deliver such Products by moving it to storage for the account of and at the risk of Buyer. In such event, Seller will be entitled to charge Buyer reasonable storage fees.

6.5. If Buyer fails to notify Seller in writing within two weeks (or within another time period specifically agreed upon by Seller and Buyer in writing) of receiving the Product of any alleged shortage, damage, or other nonconformity with respect to the Product, the Product shall conclusively be deemed to have been irrevocably accepted by Buyer.

6.6. **Freight Damage/ Shortage.** Buyer should conduct a visual inspection of the Product at the time the carrier arrives with the Product, and make appropriate notations on the carrier's bill of lading/delivery ticket of any and all freight damage and/or shortages and notify the carrier and Seller. It is expressly understood that Buyer's failure to take such steps may render claims for freight damage and/or shortages void. Unless agreed otherwise by Seller in writing, Buyer is responsible for filing/processing freight damage/shortage claims with the carrier.

7. Installation, etc. Unless otherwise specified by Seller in its written quotation, Seller will not provide any installation, commissioning, startup, training or other on-site service in connection with Seller's sale of any Product.

8. Payment. If Buyer fails to pay any invoice when due, Seller may defer deliveries under this or any other contract with Buyer, except upon receipt of satisfactory security for or cash in payment of any such invoice. Invoices shall be paid in full and Buyer shall not be entitled to deduct, set-off or to withhold payment. Amounts past due shall bear interest at the lower of the maximum rate allowed by law or one and a half percent (1.5%) per month. Failure on the part of Buyer to pay invoices when due shall, at the option of Seller, constitute a default in addition to all other remedies Seller may have under these Terms and Conditions of Sale, applica-

ble law, and/or in equity. If, in the judgment of Seller, the financial condition of Buyer at any time prior to delivery does not justify the terms of payment specified, Seller may require payment in advance or cancel any outstanding order, whereupon Seller shall be entitled to receive reasonable cancellation charges. If Buyer delays shipment, payments based on date of shipment shall become due as of the date when ready for shipment. If Buyer delays completion of manufacture, Seller may elect to require payment according to percentage of completion. Equipment held for Buyer shall be at Buyer's risk and storage charges may be applied at the discretion of Seller.

For orders under \$100,000 the payment terms shall be Net 30 days from date of shipment. For orders over \$100,000 or with lead times greater than six months, the following payment schedule shall apply:

- a. 30% of order value 30 days from date of Buyer's purchase order or upon drawing approval.
- b. 30% of order value after passage of 1/2 of the time from date of Buyer's order to the originally scheduled delivery to carrier.
- c. 40% of order value, net 30 days from date of delivery to carrier.

Seller expressly reserves the right to cease all work on the order if payment is not received in accordance with the payment schedule.

Export Shipments. All export shipments by Seller are subject to Buyer arranging for an irrevocable Letter of Credit in favor of Seller from a recognized United States bank, unless expressly agreed otherwise. Should the order fall in a category that requires progress payments, the Letter of Credit shall be arranged to release payment in accordance with the agreed payment schedule. It is expressly agreed that all Letters of Credit shall: (a) be acceptable to Seller; (b) be maintained in sufficient amounts and for the period necessary to meet all payment obligations; (c) be irrevocable; and (d) be issued or confirmed by a financial institution acceptable to Seller.

Security Interest. Buyer hereby grants to Seller a security interest in the Product and the proceeds thereof until Buyer has paid Seller the full price. Seller shall have the rights and remedies of a secured party under the Uniform Commercial Code. Buyer authorizes Seller to file financing statements and to do any other proper act in perfecting Seller's security interest in the Product, and agrees to execute at Seller's reasonable request any and all documents required to be executed by Buyer to perfect Seller's said security interest. The Product shall remain personal property, regardless of how affixed to any realty or structure. It is expressly agreed that until the price of the Product has been fully paid, Seller shall, in the event of Buyer's default, have the right to repossess the Product.

9. Cancellation. 9.1. Each party shall have the right to cancel the order in whole or in part (with immediate effect upon writing or at a later time at the non-breaching party's discretion) if the other party becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law, or has wound up or liquidated (voluntarily or otherwise). In addition, each party shall have the right to cancel the order in whole or in part if the other party fails, within 30 days after receipt of written notice from the non-breaching party specifying the material breach and intent to terminate, to commence and diligently pursue cure of the breach. Notwithstanding anything else, it is acknowledged that Seller may

suspend Seller's performance in whole or in part immediately if Buyer fails to make any payments when due.

9.2. Unless Buyer's cancellation is made pursuant to Section 9.1 above, Buyer shall have no right to cancel a Product order (or a part of the order) unless Seller, at its sole discretion, agrees in writing that the order (or the part of the order) may be cancelled and Buyer pays cancellation fees in accordance with this Section 9.2. Unless different cancellation fees are specifically agreed to in a Seller-signed cancellation authorization document for the specific Product being cancelled, the cancellation fees shall be as follows:

Cancellation Fees

Orders for engineered Products

- A) Prior to release for manufacturing:
*10% of optional equipment or purchased materials will be charged (including special components including, but not limited to, motors, controls, etc.)
- B) After production has started:
*40% of optional equipment or purchased materials will be charged (including special components including, but not limited to, motors, controls, etc.)
*10% of base Product price
- C) After production has been completed:
100% of optional equipment or purchased materials will be charged (including special components including, but not limited to, motors, controls, etc.)
*20% of Product base price

Orders for standard Products

- A) After production has started:
*10% of base Product price
- B) After production has been completed:
*20% of Product price

10. Returns. Buyer shall have no right to return any Product unless Seller, at its sole discretion, agrees in writing that the specific Product may be returned. If Seller agrees that Buyer may return the Product, Seller will issue a Return Material Authorization number to Buyer, and Buyer must include such Return Material Authorization number with the return. All such returns must be in accordance with Seller's instructions (including but not limited with respect to condition of the Product, shipping, and re-stocking fees, if applicable).

11. Scope of Service, Miscellaneous service-related responsibilities of Buyer, etc. 11.1. Seller will not provide Service if the particular Service is not specifically agreed to between Buyer and Seller. If Seller will provide any Service, the scope of the Service is limited to the agreed-upon service activities specified in Seller's written service quotation. Only the specific equipment identified by serial number (or by another agreed-upon method of identification) in Seller's written service quotation is included in the scope of the Service.

11.2. The date and time of Seller's performance of Service (if any) is subject to scheduling and confirmation by Seller's service department. If Seller anticipates a delay in meeting any agreed-upon date, Seller shall notify Buyer of such delay and arrange for a mutually acceptable alternate date of such Service. Seller's performance of Service is subject to Seller's normal working hours (8:00 am to 5:00 pm, Monday through Friday excluding public holidays), unless Seller and Buyer expressly agree otherwise. If Seller agrees to perform Service outside of Seller's normal working hours, the rates will be higher in accordance with Seller's applicable rates. Buyer shall provide Seller with free and full access to the equipment, during agreed-upon times, to perform the agreed-upon Service. Buyer shall at its own cost supply adequate lighting, power, and other facilities to which Seller may reason-

ably need access to in connection with performing the Service. If Seller's service technician has to wait for more than thirty minutes for access to the equipment during a scheduled visit, additional hour charges may apply. If the technician is not allowed in during an agreed time and a new visit has to be scheduled, Buyer shall bear the mileage and displacement time charges. If any forklift, A-frame, crane, hoist and/or other lifting or rigging equipment is necessary (as reasonably determined by Seller) for Seller to perform the Service, Buyer shall supply such equipment at Buyer's own cost together with sufficiently skilled and qualified labor in connection therewith, unless Seller and Buyer expressly agree otherwise.

11.3. It is expressly acknowledged that the Service (if any) to be provided by Seller is ancillary to, and not a substitute for, Buyer's full compliance with the equipment's manual (including but not limited with respect to proper use and daily and weekly inspection/maintenance), accompanying labels, inserts and other applicable documents by the Product's/equipment's manufacturer (in addition to specific recommendations, if any, to Buyer by Seller's Service Specialist). For example, if Seller will provide preventative maintenance Service, such Service is not a substitute for Buyer's compliance with any daily or weekly or other routine maintenance instructions contained in the equipment's manual.

11.4. Each party expressly acknowledges it shall comply with all Federal and State occupational health/safety laws and regulations applicable to such party at the Service site. If Buyer requests Seller to comply with Buyer's safety programs/procedures, Seller shall comply with such safety programs/procedures that have been provided in advance to Seller in writing with reasonable opportunity to review/implement to the extent they are applicable and within the agreed-upon scope of Service. Notwithstanding anything else, neither party's health/safety-related obligations or responsibilities under any law or regulation (including but not limited to OSHA) shall be transferred, in whole or in part, to the other party.

11.5. In the event the Service (if any) to be provided by Seller includes equipment servicing over a period of time (whether under a preventative maintenance contract or any other service contract), it is expressly agreed that the Service does not include (a) services, parts, or repairs required as a result of modification or repair by anyone other than Seller's authorized personnel; (b) service, parts, or repairs required as a result of improper installation, improper storage, improper use, or improper maintenance by anyone other than Seller's personnel; (c) repair of damages caused by external factors, including, but not limited to: loss or damage resulting from the elements, misuse, abuse, use of unsuitable attachments, or the operation of the equipment in improper operating environments, including, but not limited to, locations having defective or inadequate power sources, static electricity, or excessive interference caused by external sources; or (d) consumable items (unless the consumable item is specifically included in Seller's written quotation).

11.6. In the event the Service (if any) to be provided by Seller includes equipment servicing over a period of time (whether under a preventative maintenance contract or any other service contract), it is expressly agreed that even if the service contract specifies that the service and price includes overhaul of the equipment, the overhaul is excluded from the price if Buyer terminates the service contract prior to the end of the expiration date of such service contract. In connection with any such early termination, Seller shall invoice Buyer for any and all such overhauls that Seller performed prior to such early termination.

11.7. In the event the Service (if any) to be provided by Seller includes equipment servicing over a period of time (whether under a preventative maintenance contract or any other service contract), it is expressly agreed that (regardless of whether the equipment is covered by a preventative maintenance contract or any other service contract) Buyer will:

- (a) Perform all daily and weekly maintenance and inspection actions (and any and all other main-

tenance/inspection/actions not included in the agreed-upon scope of work/service) for the equipment as per the equipment's instruction manual;

(b) Keep the equipment within the environmental conditions (including but not limited to temperature range, humidity range, ventilation, and other factors), and operate the equipment, as recommended in the equipment's instruction manual and in accordance with recommendations (if any) of Seller's service technicians;

(c) Ensure that water in the equipment's cooling circuits (if applicable) and ventilation is within the limits of quality, quantity and temperature, as recommended in the equipment's instruction manual and in accordance with recommendations (if any) of Seller's service technicians;

(d) Use only parts/ lubricants/ oil which conform to the equipment manufacturer's applicable specifications for such items and are free of dirt, debris, and other substances that do not belong in or on the part/ lubricant/ oil;

(e) Advise Seller immediately of any changes of the equipment's operational conditions or site conditions and malfunctions or failures that may influence the proper functioning of the equipment;

(f) Take the necessary action on equipment repairs reasonably recommended by Seller. If Buyer fails to take such recommended repair action, then all of Seller's service obligations with respect to the equipment will cease;

(g) Make the equipment available to Seller for overhaul of the equipment's element and/or main motor if shock pulse monitoring readings by Seller or other metrics indicate the need for such overhauls. Buyer shall pay for such overhauls unless the equipment is covered under a service contract which specifies that such overhaul is included in the price (and Buyer does not terminate such service contract prior to the end of its expiration date). If Buyer fails to authorize and pay for such overhaul, then all of Seller's service obligations with respect to the equipment will cease. The location of any overhaul (if applicable) generally is Buyer's site, unless Seller agrees that the overhaul shall be performed at Seller's site; and

(h) Promptly return any and all hardware and software (including but not limited to remote monitoring products) furnished by Seller in connection with the service, upon expiration/termination of the service, unless expressly agreed otherwise by Seller.

11.8. Regardless of the duration of the Service period and regardless of whether the price is stated as a fixed annual price, it is expressly agreed that in the event a change occurs in the operating or site conditions of the equipment, the price is subject to an increase if such operating or site condition change results in increased costs for Seller in connection with providing the Service for the equipment. Examples of operating or site condition changes which may result in increased costs for Seller (and therefore may increase the price) include but are not limited to: Buyer's act of moving the equipment (including within Buyer's facility) or placing other objects in such a way that coolant air inflow into the equipment is affected, or making electric power-related changes, or exceeding the equipment's estimated yearly running hours (specified by Seller in the quotation). If Buyer does not agree to the increase in price, then Seller may terminate or suspend the Service for the relevant equipment. It is expressly acknowledged that the price is also subject to an increase at any time if there is an increase in the quantity of equipment to be serviced or other

changes in the scope of work/service.

12. Seller's Insurance. Seller shall have insurance coverage if Seller's personnel or representatives will be physically present on Buyer's premises (or anywhere else), and such insurance coverage shall be as follows:

- a) Commercial General Liability insurance in an amount of \$2,000,000 each occurrence for bodily injury and physical damage to tangible property, subject to an annual aggregate not to exceed \$5,000,000;
- b) Automobile Liability insurance in an amount of \$2,000,000 combined single limit each occurrence;
- c) Worker's Compensation insurance in accordance with applicable statutory law; and
- d) Employer's Liability insurance in an amount of \$1,000,000 for bodily injury each accident or disease.

At Buyer's reasonable request, Seller shall provide an ACORD form of certificate confirming the above-stated insurance coverage. Seller shall have no other insurance-related requirement, unless specifically agreed to in writing by an authorized manager of Seller at Seller's headquarters. Seller shall not be required to add Buyer or any third party as an additional insured to any insurance policy or to waive subrogation, unless specifically agreed to in writing by an authorized manager of Seller at Seller's headquarters. Any agreement by Seller to name Buyer as an additional insured on Seller's insurance policy shall be applicable only to Seller's above-mentioned Commercial General Liability insurance policy and shall be subject to ISO CG 20 10 Additional Insured Endorsement Form, July 2004 edition. Any agreement by Seller to waive any rights of subrogation is subject to the condition that Buyer carries comparable insurance coverage and likewise waives all rights of subrogation.

13. Warranty. Seller warrants to Buyer that any and all Seller-manufactured Products delivered by Seller are delivered free of defects in workmanship and material; this warranty shall expire in accordance with the Warranty Period section of Seller's applicable official Warranty Statement (for the particular Product) published in Seller's Warranty Policy & Procedures Handbook available at www.quincycompressor.com/about/warranties on the Internet. If the Product is a part (service part/spare part), the above-stated warranty shall expire ninety (90) days from installation or twelve (12) months from date of factory shipment (whichever expires first). Seller warrants repaired or replaced parts of its own manufacture against defects in materials and workmanship for ninety (90) days or for the remainder of the warranty on the Product being repaired.

The above-stated warranties and remedies are expressly conditioned on proper installation, proper use, and proper maintenance of the Product in accordance with the Product's instruction manuals. Proper installation, proper use, and proper maintenance of the Product in accordance with the Product's instruction manuals is the responsibility of Buyer.

If the Product does not meet the applicable above-stated warranty, Buyer shall promptly within the applicable warranty period notify Seller in writing. Seller shall repair or (at Seller's option) replace the defective Product, subject to Seller's applicable Warranty Statement/policy/procedures. At Seller's sole discretion, Seller may take back the defective Product and refund (or credit) monies paid by Buyer to Seller for the defective Product less a reasonable allowance for use, in lieu of repair or replacement. Seller will determine at its sole discretion which of the above-mentioned options (repair, replacement, refund, or credit) Seller will take regarding the defective Product. Consumables and normal wear and tear are expressly excluded from warranty.

Products, components, parts, accessories, and other items sold

by Seller but not manufactured by Seller are not warranted by Seller and shall carry whatever warranty (if any) which the manufacturer has conveyed to Seller to the extent it can be passed on to Buyer.

See Seller's applicable official Warranty Statement (for the particular Product) for more warranty-related information, including but not limited to limitations, exclusions, and restrictions.

Seller warrants that any Service performed by Seller is performed in a workmanlike manner; this warranty shall expire thirty (30) days after the particular Service visit on which Seller performed the particular Service. If Seller provides parts in connection with the Service, Seller warrants that the parts are free of defects in material and workmanship; this warranty shall expire ninety (90) days from the date Seller provides such part. Consumables and normal wear and tear are expressly excluded from warranty. If the Service does not meet the above-stated Service warranties, Buyer shall promptly notify Seller in writing prior to the expiration of the above-stated Service warranty period. Seller shall at Seller's option (i) re-perform the nonconforming portion of the Service in a conforming manner and (if applicable) repair or (at Seller's option) replace the nonconforming part, or (ii) provide a refund or credit allocable to the nonconforming portion of the Service/part. Services/parts not performed/provided by Seller are not warranted by Seller.

Warranty repair or replacement of Products or re-performed Service shall not extend or renew the original warranty period; such Products or Service/parts shall remain under warranty only for the unexpired portion of the original applicable warranty period. Replaced Products/parts become the property of Seller. Seller warrants that at the time of Product delivery, Seller has title to the Product.

THE ABOVE-STATED WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED.

CORRECTION OF NONCONFORMITIES (i.e. warranty repair or replacement or refund or credit, all at Seller's option, of Products that do not conform to the Product warranty above, and re-performance or refund or credit, all at Seller's option, of Service that does not conform to the Service warranty above) IN THE MANNER AND WITHIN THE APPLICABLE WARRANTY PERIOD SET FORTH ABOVE CONSTITUTES BUYER'S EXCLUSIVE REMEDIES WITH RESPECT TO THE QUALITY OF OR ANY DEFECT IN PRODUCTS OR SERVICES WHETHER A CLAIM IS BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER THEORY.

Any and all **USED** Products (assuming Buyer and Seller have agreed that Seller is selling a used Product to Buyer) is sold AS-IS and with no warranty of any kind (express, implied or otherwise), except for implied warranty of title, and **SELLER EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

Any and all Products provided by Seller for demonstration, evaluation, or prototype purposes are provided **AS-IS** and with no warranty of any kind (express, implied, or otherwise) and **SELLER EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

14. Software. In the event any Product which Seller delivers to Buyer (or any Service which Seller provides to Buyer) contains or otherwise includes software, the software is not sold to Buyer but is licensed on a limited, non-exclusive basis. Any and all such software shall remain the proprietary property of Seller (and/or its affiliates or other third parties who are Seller's licensors, if applicable), and in no event shall title thereto be sold or transferred to Buyer. In the event a Product and/or Service delivered

hereunder contains or otherwise includes software, the following shall apply: (i) subject to Buyer complying with these Terms and Conditions of Sale, Buyer is granted a non-exclusive, non-transferable license to properly use the software in machine readable object code form only; (ii) any license so granted is limited to the proper use of the Product/Service containing the software only in the manner authorized by Seller; and (iii) Buyer shall not sublicense the software to any other entity nor assign its license rights. Notwithstanding the above, in the event Buyer transfers (in compliance with any and all applicable laws and regulations) title to any Product containing the software, the license granted hereby shall transfer to Buyer's transferee. Any license granted hereunder shall continue: (i) until terminated in accordance with this agreement, or, (ii) for the useful life of the Product/Service in which the software is embedded or is otherwise an integral part, or, (iii) for the useful life of the software, whichever is shorter. Any modification, alteration, or removal or unauthorized use of any software contained in any Product/Service constitute a breach of this agreement and shall automatically terminate any license granted hereby. Buyer shall not (and shall not permit any third party to) create derivative works based on the software, or reverse engineer, or disassemble or decompile the software, or transfer, copy, or modify, the software. In the event a separate written applicable Seller-provided Software License is provided with the Product/Service, specified in Seller's quotation, and/or otherwise communicated to Buyer, then the software shall be governed, in order of precedence, by the terms of the separate Software License and then by any non-conflicting terms hereof.

15. Intellectual Property Ownership. No patents, copyrights, trademarks, or other intellectual property is being sold, assigned, or otherwise transferred to Buyer. Without limiting the generality of the foregoing, Seller shall retain and own all right, title and interest in and to all inventions, discoveries, know-how, works of authorship, drawings, designs, processes, and ideas developed, discovered or conceived by Seller or its employees, including but not limited to those developed, discovered, and/or conceived in connection with the manufacture of the ordered Products. It is expressly acknowledged that no drawings, designs, specifications, or anything else provided by Seller to Buyer shall be deemed to be "work made for hire" as that term is used in connection with the U.S. Copyright Act. Buyer shall not use, copy, distribute, publish or communicate to any third party any drawings, designs, or other technical information designed or provided by Seller without prior written authorization of an executive officer of Seller (except as necessary to properly install, use, operate, maintain, repair, and service the Product).

16. Intellectual Property Indemnity. Seller shall defend or at its option settle any suit or proceeding by any third party brought against Buyer in so far as it is based on an allegation that any Product or Service (provided by Seller to Buyer hereunder) constitutes an infringement of any United States patent, copyright, or trademark. Seller will pay the damages and costs awarded in any suit or proceeding so defended. Seller's obligations in this paragraph are conditioned upon Buyer promptly (i) notifying Seller in writing of the third party's claim; (ii) giving Seller full authority to control the defense and settlement of the suit or proceeding; and (iii) providing Seller with full information and reasonable assistance at Seller's expense. Seller shall ensure that no such settlement intending to bind Buyer shall be entered into without Buyer's prior written consent, which consent shall not be unreasonably withheld or delayed. In case the Product or Service (or any portion thereof) as a result of any suit or proceeding so defended is held to constitute infringement or its use by Buyer is enjoined, Seller will, at Seller's option and expense: (i) procure for Buyer the right to continue using the Product/Service; (ii) replace the Product/Service with substantially equivalent non-infringing Product/Service; (iii) modify the Product/Service so it becomes non-infringing; or (iv) take back the Product/Service and refund or credit monies paid by Buyer to Seller for such Product/Service less a reasonable allowance for use. Seller will have no duty or obligation to Buyer under this paragraph to the extent that the Product/Service is (i) supplied according to Buyer's design or instructions wherein compliance therewith has caused Seller to deviate from

Seller's normal designs or specifications, (ii) modified, (iii) combined with items, systems, methods, or processes not furnished by Seller and by reason of said design, instruction, modification, or combination a claim is brought against Buyer. If by reason of such design, instruction, modification or combination, a claim is brought against Seller or its affiliate, Buyer shall protect Seller and its affiliate in the same manner and to the same extent that Seller has agreed to protect Buyer under the provisions above in this paragraph. THIS PARAGRAPH STATES SELLER'S AND ITS AFFILIATES' EXCLUSIVE LIABILITY FOR INFRINGEMENT OF ANY THIRD PARTY'S PATENT, COPYRIGHT AND/OR TRADEMARK.

17. Confidentiality. Each Party (as to information disclosed, the "Disclosing Party") may each disclose Confidential Information to the other Party (the "Receiving Party") in connection with this order/contract and/or performance hereunder. "Confidential Information" means information related to the business, products, or services of the Disclosing Party (including but not limited to Seller's Products/Services) that is not generally known to the public. The Receiving Party agrees: (i) to use the Confidential Information only as the Disclosing Party intended it to be used by the Receiving Party in connection with the order/contract, and (ii) to take reasonable measures to prevent disclosure of the Confidential Information to third parties. Upon the Disclosing Party's request, the Receiving Party shall destroy or return to Disclosing Party all copies of Confidential Information. The obligations of this [Section 17](#) shall not apply to any portion of the Confidential Information that: (i) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party, its representatives or affiliates, (ii) is independently developed by the Receiving Party, its representatives or affiliates, without reference to or use of the Confidential Information, (iii) is or becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party when the source is not, to the best of the Receiving Party's knowledge, subject to a confidentiality obligation to the Disclosing Party; or (iv) is required to be disclosed by valid legal process or law provided that the Receiving Party who intends to make such disclosure shall promptly notify the Disclosing Party prior to such disclosure and shall reasonably cooperate in attempts to maintain the confidentiality of the Confidential Information. It is expressly agreed that this [Section 17](#) survives any expiration/termination of the order/contract.

18. Export Control, and Foreign Corrupt Practices Act. Products, Services, technical data, technology, software, and any other items or information provided by Seller to Buyer shall at all times be subject to any and all applicable export control laws and regulations, including but not limited to applicable U.S. Export Administration Regulations, United Nations resolutions and European Union directives relating to trade embargoes and restrictions. Buyer expressly agrees that no Product, Services, technical data, technology, software or other items or information or assistance or other item received from Seller shall be exported (or re-exported) by Buyer or its authorized transferees (if any), directly or indirectly, in violation of any law or regulation. Buyer further agrees that Buyer shall not violate or cause Seller to violate the U.S. Foreign Corrupt Practices Act of 1977 (as amended), in connection with any sale or distribution of the Products and/or Services. BUYER AGREES TO INDEMNIFY SELLER FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS, AND FINES ARISING FROM BUYER'S NON-COMPLIANCE WITH THIS [SECTION 18](#).

19. Force Majeure. In the event Seller is not able to perform or is delayed due to any cause beyond its reasonable control (including but not limited to acts of God, strike or other concerted action of workmen, act or omission of any governmental authority, act of war or terrorism, act of the public enemy, embargo, delays of carriers, and/or delays by Seller's usual suppliers), the time of performance shall be extended by the amount of time reasonably sufficient to make up for such delay.

20. No Consequential Damages, etc. NOTWITHSTANDING

ANYTHING ELSE, UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE, LOSS OF TOTAL OR PARTIAL USE OF PRODUCTS OR SERVICES, DOWNTIME COSTS, AND DELAY COSTS), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES ARE FORESEEABLE (REGARDLESS OF WHETHER SUCH DAMAGES ARE CHARACTERIZED AS ARISING OUT OF BREACH OF WARRANTY, TORT, CONTRACT, OR OTHERWISE). For purposes of this Section, the term "Seller" means Quincy Compressor LLC, its affiliates, suppliers, and subcontractors, and their respective employees/agents.

21. Limitation of Liability. NOTWITHSTANDING ANYTHING ELSE, THE TOTAL LIABILITY, IN THE AGGREGATE, OF SELLER ARISING FROM OR RELATED TO THE CONTRACT (INCLUDING BUT NOT LIMITED TO PERFORMANCE OR BREACH THEREOF), THE PRODUCTS, AND/OR THE SERVICES, SHALL BE LIMITED TO THE ACTUAL PURCHASE PRICE AMOUNT PAID BY BUYER TO SELLER FOR THE SPECIFIC PRODUCT OR SERVICE GIVING RISE TO THE CLAIM (REGARDLESS OF WHETHER SUCH DAMAGES ARE CHARACTERIZED AS ARISING OUT OF BREACH OF WARRANTY, TORT, CONTRACT, OR OTHERWISE). ALL CAUSES OF ACTION AGAINST SELLER ARISING FROM OR RELATED TO THE CONTRACT OR THE PERFORMANCE HEREOF SHALL EXPIRE UNLESS BROUGHT WITHIN ONE YEAR OF TIME OF ACCRUAL THEREOF. For purposes of this Section, the term "Seller" means Quincy Compressor LLC, its affiliates, suppliers, and subcontractors, and their respective employees/agents.

22. Environmental and OSHA requirements. At the time of shipment of the Product from the factory, Seller will comply with Federal, State and local laws and regulations applicable to Seller concerning occupational health and safety and pollution. However, in the installation and operation of the Product and other matters over which Seller has no control, Seller assumes no responsibility for compliance with those laws and regulations, whether by the way of indemnity, warranty or otherwise.

23. Equal Employment Opportunity Requirements. If applicable to this agreement, Seller and Buyer shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

24. U.S. Government Contracts. If the Products and/or Services are to be used in the performance of a U.S. Government contract or subcontract, Buyer expressly agrees to notify Seller in writing in connection with Buyer's order. Further, if the Products or Services are to be used in the performance of a U.S. Government contract or subcontract, only those clauses of the applicable U.S. Government procurement regulations which are mandatorily required by federal statute to be included in this contract shall be incorporated herein by reference.

25. Miscellaneous.

25.1. Typographical and/or clerical errors in Seller's quotations are subject to Seller's correction.

25.2. Buyer's issuance of a purchase order or Buyer's receipt of any Product or Service from Seller shall (without prejudice to any other manner in which acceptance of these Terms and Conditions of Sale may be evidenced) constitute Buyer's assent to these Terms and Conditions of Sale.

25.3. THESE TERMS AND CONDITIONS OF SALE CONTAIN THE ENTIRE AGREEMENT BETWEEN SELLER AND BUYER WITH RESPECT TO TERMS AND CONDITIONS AND SUPERSEDE ALL PREVIOUS OR CONTEMPORANEOUS STATEMENTS, AGREEMENTS, AND REPRESENTATIONS WITH RESPECT TO TERMS AND CONDITIONS. This agreement cannot be superseded, amended, or modified except by an applicable negotiated agreement signed in handwriting by a company officer of Seller and an authorized representative of Buyer. Any purchase order issued by Buyer to Seller is for Buyer's internal purposes and no term or condition stated in such document shall modify these Terms and Conditions of Sale. Seller's execution of any document issued by Buyer shall constitute only an acknowledgment of receipt thereof, and shall not be construed as an acceptance of any of the terms or conditions therein that differ from, conflict with, or add to these Terms and Conditions of Sale. No modification or additional term or condition shall be applicable to these Terms and Conditions of Sale by virtue of Seller's past, present, or future receipt, acknowledgment or acceptance of Buyer's purchase order (whether or not signed by Seller), shipping instruction forms, or other Buyer documentation containing terms or conditions which are different from or in addition to the ones set forth in these Terms and Conditions of Sale. Failure of Seller to object to terms and conditions provided by Buyer shall in no event be construed as an acceptance of any terms and conditions of Buyer. Neither Seller's commencement of performance nor Seller's delivery shall be deemed or constituted as acceptance of any of Buyer's terms and conditions.

25.4. Neither party shall assign or transfer the contract without the prior written consent of the other party (which consent shall not be unreasonably withheld); any purported assignment in violation of this sentence shall be void. Irrespective of the foregoing, Seller may without consent assign the contract (or any of rights or obligations hereunder) to any of its affiliates and/or use sub-contractors.

25.5. The provisions of these Terms and Conditions of Sale are severable and the invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision. In addition, if any provision of these Terms and Conditions of Sale (or portion thereof) is determined by a court to be unenforceable as drafted by virtue of the duration, scope, extent, or character of any obligation contained herein, the parties acknowledge that it is their intention that such provision (or portion thereof) shall be construed in a manner designed to effectuate the purposes of such provision to the maximum extent enforceable under applicable law.

25.6. Neither party's failure to enforce, or its waiver of a breach of, any provision contained in these Terms and Conditions of Sale shall constitute a waiver of any other breach or of such provision.

25.7. All headings, captions and numbering in this document are for convenience of reference only and shall not be used to interpret any meaning of any terms or condition.

25.8. The validity, performance, and all other matters arising out of or relating to the interpretation and effect of these Terms and Conditions of Sale and/or the contract shall be governed by and construed in accordance with the internal laws of the U.S. State in which Seller's applicable sale/service facility (selling the Product/Service) is located (hereinafter the "Applicable State") without giving effect to any choice or conflict of law provision or rule (whether of the Applicable State or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the Applicable State. Any legal suit, action or proceeding and all other matters arising out of or relating to the interpretation and effect of these Terms and Conditions of Sale and/or the contract shall be instituted in a court (federal court or state court) sitting in the Applicable State, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such action, suit, or proceeding. Notwithstanding the foregoing, Seller shall have the right at any time (at its option and where legally available)

to immediately commence a legal suit, action, or proceeding in any court of competent jurisdiction (in any State or country) in order to seek an injunction or similar order to enforce the confidentiality provisions set forth in Section 17 above (entitled "Confidentiality"), to enforce or protect intellectual property rights or trade secrets, and/or to enforce the provisions of Section 7 above (entitled "Payment").

25.9. Seller and Buyer expressly agree that the United Nations Convention on International Sale of Goods shall not apply.

25.10. The parties are independent contractors under this Agreement and no other relationship is intended including, without limitation, any partnership, franchise, joint venture, agency, employer/employee, fiduciary, master/servant relationship, or any other special relationship.

25.11. All rights and obligations contained in these Terms and Conditions of Sale, which by their nature or effect are required or intended to be kept, observed, or performed after the termination or expiration of the order/contract will survive and remain binding upon and for the benefit of the parties, their successors, and permitted assigns.

[Revised October 1, 2015]