

**1. TERMS AND CONDITIONS OF SALE:** This document, which includes the quotation, acknowledgement, invoice and/or other Anderson Process document incorporating these Terms and Conditions, constitutes an offer by A.A. Anderson & Co., Inc., or its affiliates (“Anderson Process”) to the addressee of this offer (“Buyer”) to sell the products or parts described herein (the “Products”) and/or the services described herein (the “Services”) on the following terms and conditions. Buyer’s acceptance of this offer is limited to the following terms and conditions. Buyer may not modify, renounce, or waive any of these terms or conditions or any of Anderson Process’ rights or remedies unless an authorized representative of Anderson Process consents in writing. ANY ADDITIONAL OR DIFFERENT TERMS CONTAINED IN ANY PURCHASE ORDER OR OTHER COMMUNICATION RECEIVED BY ANDERSON PROCESS AT ANY TIME HEREBY ARE OBJECTED TO AND REJECTED WITHOUT NEED FOR FURTHER ACTION BY ANDERSON PROCESS AND SHALL BE OF NO FORCE OR EFFECT. Buyer’s proposal of additional or different terms shall not operate as a rejection of Anderson Process’ offer and Anderson Process’ offer shall be deemed accepted without said additional or different terms. THESE TERMS AND CONDITIONS CONSTITUTE THE FINAL WRITTEN EXPRESSION OF THE AGREEMENT BETWEEN ANDERSON PROCESS AND BUYER REGARDING THE PRODUCTS AND SERVICES AND ARE A COMPLETE AND EXCLUSIVE STATEMENT OF THOSE TERMS. Any terms, conditions, negotiations or understandings between the parties which are not contained herein shall have no force or effect unless in writing and signed by an authorized representative of Anderson Process and expressly stating Anderson Process’ intent to modify these terms and conditions. Anderson Process’ sales representatives are without authority to change, modify or alter these terms and conditions.

**2. ACCEPTANCE:** If this document is deemed an acceptance of a prior offer by Buyer, such acceptance is limited to the express terms and conditions contained herein. Anderson Process’ acceptance of Buyer’s prior offer is expressly conditioned on Buyer’s assent to all of the terms and conditions set forth herein. Buyer shall be deemed to have made an unqualified acceptance of these terms and conditions on the earliest to occur of the following: (a) Anderson Process’ receipt of a copy of these terms and conditions or a document incorporating them, signed by Buyer; (b) Buyer’s acknowledgment of, or submission of a purchase order in response to, Anderson Process’ quotation, acknowledgment, invoice, or terms and conditions; (c) Buyer’s payment of any amounts due hereunder; (d) Buyer’s delivery to Anderson Process of any material to be furnished by Buyer; (e) Anderson Process’ delivery of the Products, or of Buyer’s products or parts on which Services were performed; (f) failure by Buyer to notify Anderson Process to the contrary within ten (10) days of receipt of these terms and conditions or a document incorporating them; or (g) any other event constituting acceptance under applicable law.

**3. SHIPMENT:** Anderson Process shall deliver Products, or Buyer’s products or parts on which Services were performed, F.O.B. shipping point (unless otherwise agreed in writing by Anderson Process), and all risk of loss or damage in transit shall pass to Buyer upon such delivery. Shipment dates are Anderson Process’ best estimate of the time of shipment from its factory. Anderson Process will use reasonable efforts to meet the scheduled dates, but does not guarantee to do so. Time for delivery shall not be of the essence. FAILURE BY ANDERSON PROCESS TO MAKE ANY SHIPMENT AS SCHEDULED DOES NOT CONSTITUTE A CAUSE FOR CANCELLATION AND/OR DAMAGES. Under no circumstances will Anderson Process be liable for damages or any claims for expense involved in the use or storage of the Product or Buyer’s products or parts. Freight and credit for returns will not be allowed by Anderson Process without previous written authorization.

In the event of a delay in delivery requested by Buyer or caused by (a) Buyer’s failure to supply adequate shipping instruction; (b) Buyer’s failure to supply or approve necessary data, drawings, materials, parts or components in a timely manner, or (c) any changes requested by Buyer, Anderson Process will store all

Products, or Buyer’s parts, at Buyer’s risk and expense, and the term of delivery hereunder shall be extended by a period equal to the length of such delay. All storage costs and expenses are due from Buyer as and when payment for the Products or Services becomes due. Buyer’s receipt of any Products or products or parts on which Services have been performed shall be an unqualified acceptance of, and waiver by Buyer of any and all claims with respect to, such Products and Services, on the earliest to occur of (i) payment for the Products or Services, or (ii) failure of Anderson Process to receive notice in writing of shortages or errors within thirty (30) days of their delivery.

**4. PRICES:** (a) All prices are F.O.B. shipping point, unless otherwise stated on the quotation and/or acknowledgment. Anderson Process’ prices do not include, and Buyer agrees to pay or promptly reimburse Anderson Process for, all taxes, transportation costs, duties, penalties, and any other charges and fees which arise from or in connection with, or are measured by, the sale or delivery of the Products, Services or Buyer’s products or parts on which Services were performed. (b) Prices shown on the face hereof do not include any installation, mounting, or piping of equipment and are valid for the number of days stated. In the event no time limitation is stated, prices quoted shall be no longer valid upon expiration of thirty (30) days from the date of the quotation. Notwithstanding the foregoing, Anderson Process reserves the right to adjust prices or quoted prices at any time upon notice to Buyer if Anderson Process incurs increased materials costs, outside purchases costs and/or production costs.

**5. CREDIT AND PAYMENT:** Payment for Products of Services shall be thirty (30) days net. Pro-rata payments shall become due with partial shipments. A late charge of one percent (1%) per month, a rate of twelve percent (12%) per annum, or the maximum permitted by law, whichever is less, will be imposed on all past due invoices. Anderson Process reserves the right at any time to suspend credit or to change credit terms provided herein, when in its sole opinion Buyer’s financial condition so warrants. If Anderson Process is not paid in full at the maturity date, or if Buyer defaults in performance hereunder, Anderson Process may, without incurring any liability to Buyer and without prejudice to Anderson Process’ other lawful remedies (a) terminate Anderson Process’ obligations hereunder; (b) declare immediately due and payable all of Buyer’s obligations to Anderson Process; (c) suspend or discontinue any future work; and/or (d) repossess the Products or Buyer’s products or parts on which Services were performed. Buyer agrees to pay Anderson Process’ costs of collection (including, without limitation, attorneys’ fees) on demand by Anderson Process. Acceptance by Anderson Process of less than full payment shall not be a waiver of any of Anderson Process’ rights. In partial consideration for Anderson Process’ sale of Products or Services to Buyer, Buyer grants to Anderson Process and Anderson Process retains a security interest in all Products sold to Buyer, and Buyer’s products or parts on which Services were performed, and documents relating to same now or hereafter in the possession or control of Buyer, title to which might at any time be determined to have passed to Buyer including, without limitation, all inventories of the Products or any other product bearing any trademark or trade name of Anderson Process, returns or repossessions and the proceeds, including insurance proceeds and proceeds from products in which the Products or Buyer’s products or parts on which Services were performed were an input, of all of the foregoing, together with the additions and accessions thereof, to secure all of Buyer’s obligations to Anderson Process. Buyer agrees to execute such documents and take such actions as may be required by Anderson Process to evidence or perfect the security interest granted herein and Anderson Process’ interest. Anderson Process is authorized in Buyer’s name or otherwise to take actions hereunder including, without limitation, signing Buyer’s name, and Buyer hereby appoints Anderson Process as its attorney-in-fact for such purpose.

## 6. LIMITED WARRANTIES; EXCLUSIONS AND DISCLAIMER:

(a) Limited Warranty for Products. Anderson Process warrants to the original purchaser from Anderson Process that the Products manufactured by Anderson Process shall be materially free from defects in workmanship under normal use and service for [sixty (60) days] from the date of delivery. As Anderson Process' sole and exclusive obligation and liability under this warranty and Buyer's sole and exclusive remedy, upon prompt written notice by Buyer (in any event not later than [ninety (90) days] after Anderson Process' delivery of the Products) of any claimed defect, Anderson Process may require inspection of the Products and shall repair or replace (at Anderson Process' option), without charge, EXW Anderson Process' facility, as applicable, any defective part expressly warranted herein and found by Anderson Process in its reasonable discretion to be defective. This warranty is subject to all limitations in this Section 6 and covers only replacement or repair of defective parts at Anderson Process' main office and does not include field service. On equipment or materials furnished by Anderson Process, but manufactured by others, Anderson Process makes NO WARRANTY, but the written warranty of the manufacturer, if any, will be assigned to Buyer if reasonably practicable. However, Anderson Process does not adopt or guarantee or represent that manufacturer will comply with any of the terms of such warranty.

(b) Limited Warranty for Services. Anderson Process represents to the original purchaser from Anderson Process that it shall perform the Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services. Anderson Process shall not be liable for breach of the warranty set forth in this Section 6(b) unless Buyer gives written notice to Anderson Process of the Services not in accordance with this warranty, with Buyer's claim reasonably described, within thirty (30) days of the date on which products or parts are delivered to Buyer after performance of Services. Subject to the limitations of this Section 6, Anderson Process shall, in its sole discretion, either repair or reperform such Services on any product or part it finds in its reasonable discretion to be not in accordance with this warranty, or if reasonably deemed necessary by Anderson Process, on a new product or part supplied by Buyer at Buyer's cost, or credit or refund the price of such Services for the affected part(s). Such remedies are Buyer's sole and exclusive remedies and Anderson Process' entire obligation and liability for any breach of the limited warranty set forth in this Section 6(b).

(c) Limitations on Product and Service Warranties. The limited warranties in Section 6(a) and (b) are void in cases of damage in transit, negligence, abuse, abnormal usage, misuse, normal wear and tear, damage due to environmental or natural elements, failure to follow Anderson Process' instructions, accidents or improper repair, storage or maintenance. These warranties do not cover economic loss, such as lost profits or other expenses, or normal maintenance. ANDERSON PROCESS MAKES NO REPRESENTATION OR WARRANTY REGARDING PRODUCTS, PARTS OR SERVICES DESIGNED, PROVIDED OR MANUFACTURED BY BUYER OR FOR WHICH BUYER HAS PROVIDED THE SPECIFICATIONS. Anderson Process shall not be liable to Buyer or to anyone claiming under Buyer for any other obligations or liabilities including, without limitation, those arising out of breach of contract or warranty, negligence or other tort or theory of strict liability, with respect to the Products, Services, Buyer's products or parts, or Anderson Process' acts or omissions or otherwise. Expenses incurred by Buyer in repairing or replacing any defective Products will not be allowed except by written permission of Anderson Process. Anderson Process, in its manufacture and sale of Products or provision of Services, does not assume liability as to possible infringements of patents by virtue of the use of Products or Buyer's products or parts in combination with other elements or structures. Anderson Process manufactures to specifications furnished by Buyer or commercial standards of the industry. Any assistance Anderson Process provides to or procures for Buyer outside the terms of these limited Warranties in this Section 6 will not constitute a waiver of the limitations herein, nor will such assistance extend or revive any warranty.

(d) No Other Warranties. THERE IS NO OTHER EXPRESS OR IMPLIED WARRANTY. ANDERSON PROCESS HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT AND FITNESS FOR ANY PARTICULAR PURPOSE. FURTHER, ANDERSON PROCESS MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO PERFORMANCE OR CAPABILITIES OF PRODUCTS, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. ANDERSON PROCESS' LIABILITY TO BUYER SHALL CEASE ONCE ANY FURTHER PROCESSING, ASSEMBLING OR ANY OTHER WORK HAS BEEN UNDERTAKEN BY BUYER OR ANY THIRD PARTY. The end user or the designated consultant is responsible for selecting and/or specifying all explosion proof motors and their proper enclosures (classification). This information is required in writing and shall be delivered to Anderson Process prior to entering the order. It is the responsibility of the Buyer or its designated installer to check and confirm the alignment of Products to the specifications of the manufacturer or to the tolerances designated by the Hydraulic Institute.

(e) Disclaimer of Damages. IN NO EVENT SHALL ANDERSON PROCESS BE LIABLE TO BUYER OR TO ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT, (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT ANDERSON PROCESS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(f) Limitation of Liability for Products. ANDERSON PROCESS' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS AND THE PARTIES' AGREEMENT AND ANY DEFECTIVE PRODUCTS MANUFACTURED OR SOLD TO BUYER BY ANDERSON PROCESS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE LIMITED TO THE MONIES PAID BY BUYER TO ANDERSON PROCESS FOR THE DEFECTIVE PRODUCTS MANUFACTURED BY ANDERSON PROCESS. The limitation of liability set forth in this Section shall not apply to liability, damages, death, or bodily injury to the extent resulting from Anderson Process' gross negligence or willful misconduct.

(g) Limitation of Liability for Services. IN NO EVENT SHALL ANDERSON PROCESS' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS AND THE PARTIES' AGREEMENT FOR SERVICES, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED TWO TIMES THE AGGREGATE AMOUNTS PAID TO ANDERSON PROCESS FOR SERVICES PERFORMED ON THE RELEVANT PRODUCTS OR PARTS PURSUANT TO THE APPLICABLE QUOTATION. The limitation of liability set forth in this Section shall not apply to liability, damages, death, or bodily injury to the extent resulting from Anderson Process' gross negligence or willful misconduct.

**7. CANCELLATION:** Orders once placed with and accepted by Anderson Process may be cancelled only with the written approval of an authorized representative of Anderson Process. Anderson Process reserves the right to cancel any order or part thereof at any time prior to delivery, for any reason, without incurring liability to Buyer. In the event of cancellation of this order by either party, Buyer shall pay to Anderson Process its reasonable costs and expenses (including engineering and tooling expenses and all commitments to Anderson Process' suppliers and subcontractors incurred by it prior to its receipt of notice of cancellation) plus Anderson Process' usual rate of profit for similar work. Buyer may not modify its order without written consent of an authorized representative of Anderson Process. Anderson Process may, from time to time, change the Services without the consent of Buyer, provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in Anderson Process' order confirmation. Anderson Process may charge for the time it spends assessing and documenting a change request from Buyer on a time and materials basis in accordance with the quotation. Anderson Process reserves the right to change the price, terms of payment and delivery dates for any Products or Services affected by any modifications to which it consents.

**8. CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY RIGHTS:**

Buyer acknowledges that all Confidential Information which may be disclosed to it by Anderson Process shall at all times, both during and after termination of the parties' agreement for any reason, remain Anderson Process' exclusive property and Buyer shall not acquire any interest in it. "Confidential Information" means trade secrets and all knowledge and information, not generally known in the industry, which provides Anderson Process with a competitive advantage or relating to its products, services, production methods, designs, specifications, processes, formulations, technology, sales methods, customer lists, customer uses and requirements and other confidential business information. Except as necessary to perform its duties hereunder, Buyer shall not use or disclose any Confidential Information. Nothing herein shall limit or negate the common or statutory law of torts or trade secrets where it provides Anderson Process with broader protection than that provided herein.

All engineering data, design information and engineering and shop drawings used in the completion of Buyer's order are Anderson Process' property unless supplied by Buyer and clearly marked as Buyer's property. Buyer shall not reproduce, distribute, publish, or communicate to any third party such data without the written permission of an authorized representative of Anderson Process. Buyer may distribute to the end user data necessary or appropriate to product operation and maintenance. All of Anderson Process' Intellectual Property Rights are and shall remain Anderson Process' sole property and Buyer agrees not to take or permit any action contradicting Anderson Process' rights thereto. Except as specifically provided below, no licenses, express or implied, are provided to Anderson Process' Intellectual Property Rights. "Intellectual Property Rights" include, without limitation, any copyright, patent, registered or unregistered design, logo, trademark, trade dress, trade name or other designation, translation of trade name into another language, technology, know-how, and any similar rights or applications for rights in any of the foregoing in any part of the world owned or used by Anderson Process or any of its affiliates, and any goodwill relating thereto. Anderson Process' rights under this Section 8 shall be enforceable by injunctive relief and/or a decree of specific performance. Such remedy is cumulative and nonexclusive. Nothing in this Agreement is meant to restrict established patent exhaustion or first sale principles.

**9. FORCE MAJEURE:** In the event of war, insurrection, act of terrorism, riot, fire, flood, earthquake, acts of God, strike, lockout, labor trouble, epidemic, pandemic, virus, contagion, breakage of equipment, delay by carriers, inability to obtain raw material (including energy source), accident, operation of laws, demand for goods or services exceeding Anderson Process' available supply or any other cause beyond Anderson Process' reasonable control, interfering with, delaying or preventing the production, servicing, supply, transportation or consumption practice of Anderson Process, quantities so affected shall be eliminated from Anderson Process' obligations without liability, and delivery delays shall be excused, but the parties' contract shall otherwise remain

unaffected. Anderson Process may, during any period of shortage due to any of said causes, allocate its supply of such raw materials among its various uses (e.g., manufacturing and sales) in such manner as Anderson Process deems practicable and allocate its supply of goods or services among various users in any manner which Anderson Process deems fair and reasonable.

**10. INDEPENDENT CONTRACTOR; COMPLIANCE WITH LAWS:** Buyer is and shall remain an independent contractor and neither Buyer nor any of its employees or agents shall be or be considered an employee of Anderson Process. Neither Buyer nor any of its employees or agents are authorized to incur any obligations or make any promises or representations on Anderson Process' behalf. Buyer shall comply with all applicable laws and regulations including, without limitation, any environmental laws, export laws and import laws, with respect to these terms and conditions and the use, storage and/or disposal of Products, and of products and parts on which Services were performed.

**11. MISCELLANEOUS:** The failure of either party to insist, in any one or more instances, upon the performance of any term or condition, shall not be construed as a waiver or relinquishment of any right granted hereunder or the future performance of such term or condition. Neither party may assign these terms and conditions without the prior written consent of the other party; provided, however, that Anderson Process may assign these terms and conditions in whole or in part to any of its affiliates and/or perform through subcontractors. Subject to the foregoing, these terms and conditions shall inure to the benefit of, and be binding upon, the parties' successors and assigns. The provisions found in Sections 1, 5, 8, 11 and the limitations on warranty and damages in Section 6, and any other provision, the performance or effectiveness of which naturally survives, shall survive expiration or termination of the parties' agreement. These terms and the parties' agreement are for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these terms. The invalidity of any provision or clause herein shall not affect the validity of any other provision or clause. Clerical errors are subject to correction by Anderson Process.

**12. GOVERNING LAW; VENUE.** These terms and conditions and all purchases and sales hereunder and any related disputes shall be governed by, resolved, and construed in accordance with the internal laws of the State of Wisconsin, without regard to conflict of laws principles. Neither these terms and conditions nor purchases and sales hereunder shall be governed by the United Nations Convention on Contracts for the International Sale of Goods. Any cause of action, claim, suit, or demand by Buyer allegedly arising from or related to these terms and conditions or the relationship of the parties shall be brought in a court situated in the State of Wisconsin. Both parties hereby irrevocably admit themselves to and consent to the jurisdiction of said court and waive any argument of *forum non conveniens* or objection to venue.