

TERMS AND CONDITIONS

I. GENERAL

THE FOLLOWING TERMS AND CONDITIONS SHALL CONSTITUTE THE COMPLETE AND FINAL AGREEMENT FOR ANY CONTRACT RESULTING BETWEEN COFIMCO USA, INC. ("COFIMCO USA") AND BUYER. NOTICE OF OBJECTION IS HEREBY GIVEN TO ANY ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS CAN ONLY BE MODIFIED BY A WRITTEN INSTRUMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF EACH PARTY. THE LAWS OF THE STATE OF TEXAS SHALL APPLY TO THIS AGREEMENT EXCEPT FOR THE CHOICE OF LAW PRINCIPLES OF THE STATE OF TEXAS.

II. TERMS OF PAYMENT

Unless otherwise stated, payment shall become due pro rata as shipments are made and all payments will be due within fifteen (15) days after the date of the invoice. If shipment is delayed by Buyer, invoice shall be dated on the date of readiness for shipment for payment purposes. If Cofimco USA's manufacturing is delayed by Buyer, Buyer shall pay that portion of the purchase price which is equal to the percentage of completion; the balance shall be payable in accordance with the terms as stated.

III. TITLE AND RISK OF LOSS

Title to the equipment to be supplied hereunder shall pass to Buyer upon full payment or upon delivery to Ex-Works (Cofimco USA's equipment manufacturing plant) Incoterms 2010, whichever occurs first. Notwithstanding the foregoing, risk of loss of or damage to the equipment shall remain with Cofimco USA until delivery of the equipment Ex-Works (Cofimco USA's equipment manufacturing plant) Incoterms 2010, with assistance in loading. If Buyer is unable to take delivery when the equipment is ready for shipment, the equipment will be stored at Buyer's expense and risk of loss shall immediately pass to Buyer immediately.

IV. PROPRIETARY INFORMATION

All documents, drawings or writings ("Information") of any kind or in any form provided to Buyer by Cofimco USA are and shall remain the property of Cofimco USA. Buyer acknowledges that the Information may contain trademarked, copyrighted, or otherwise proprietary and/or confidential concepts, ideas and data, all of which is and shall remain owned solely by Cofimco USA. In light of these acknowledgements, Buyer agrees to keep confidential and treat all information as if Buyer itself held a confidential and proprietary interest

in the Information; to obtain Cofimco USA's written permission prior to any disclosure or distribution of the Information to third parties and/or prior to the incorporation of the Information into any database, network or other computerized system; and to properly identify and attribute Cofimco USA's proprietary interest in the Information including all appropriate trademark and/or copyright notices, whenever Information is disclosed or distributed pursuant to this Section. Buyer shall promptly return any Information to Cofimco USA upon request and Buyer and its agents shall abide by all nondisclosure terms and other reasonable provisions required by Cofimco USA as a condition of visiting any Cofimco USA facility. Except to the extent that the Information may be relied upon by Buyer to use and operate the equipment for its intended purpose, nothing in this Agreement shall be construed as an implicit or explicit license by Cofimco USA to Buyer to make, use, research and develop, sell, copy, disclose, distribute, or otherwise benefit from the proprietary or confidential nature of the Information. The rights and obligations of this Section shall survive the cancellation, completion or any other termination of this agreement for a period of three years.

V. WARRANTY

Cofimco USA warrants that the equipment delivered hereunder will be free from defects in workmanship and material and shall conform to the agreed upon specifications for the equipment, subject to any of Cofimco USA's technical clarifications and exceptions, for a period of one (1) year from startup of the equipment or eighteen (18) months after notification of readiness to ship is sent to Buyer, whichever occurs first. Cofimco USA shall, at its expense, only be responsible for the repair or replacement of the defective portion of any equipment, or, at Cofimco USA's option, Cofimco USA may refund to Buyer the price paid to Cofimco USA by Buyer for the defective item(s). Cofimco USA shall not be responsible for the removal, delivery, return, or re-installation of any repaired or replaced equipment. For the foregoing remedy to apply, the defect must occur during the warranty period set forth above, use of defective equipment must be promptly discontinued, and Buyer must give Cofimco USA written notification within thirty (30) days after Buyer's discovery of the defect. Cofimco USA shall not be liable for any harm or damage to Buyer as a result of Buyer's delay in notifying

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Cofimco USA of a warranty claim herein. Further, this warranty and remedy shall apply only if Buyer properly unloads, stores, maintains, and installs the equipment, protects the equipment from damaging agents, and operates the equipment in a normal and proper manner and not in excess of any applicable rating limitations or design specifications. Cofimco USA makes no warranty whatsoever regarding resistance of materials to corrosion or erosion. In no event shall Buyer back charge any of Buyer's or third party's repair costs associated with repairing the equipment from monies owed to Cofimco USA unless agreed to in writing by the parties. Cofimco USA does not warrant the type of materials selected for the equipment because such material was selected by Buyer in its specifications for the equipment. EXCEPT FOR THE WARRANTIES AND GUARANTEES SPECIFICALLY PROVIDED FOR HEREIN, BUYER ACKNOWLEDGES, UNDERSTANDS, AND ACCEPTS THAT: (1) THERE ARE NO EXPRESS WARRANTIES OR GUARANTEES; (2) THE WARRANTIES AND GUARANTEES IN THIS AGREEMENT ARE THE ONLY WARRANTIES AND GUARANTEES THAT WERE PART OF THE BASIS OF THE BARGAIN AND THAT WERE MADE A PART OF THE CONTRACT; AND (3) THERE ARE NO IMPLIED WARRANTIES, WARRANTIES OF MERCHANTABILITY AND NO WARRANTIES FOR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

VI. DELAY IN PERFORMANCE

Except for the payment of monies due hereunder or as otherwise set forth, neither party shall be liable for any expense, loss or damage resulting from delay or prevention of performance caused by force majeure events which are beyond the reasonable control of the party affected. In the event Cofimco USA is delayed by reason of force majeure, the time for performance and delivery shall be extended by a period of time equal to the period of delay.

VII. TAXES

The prices for equipment are exclusive of any present or future federal, state, municipal or other sales or use tax or any other present or future excise tax upon the equipment. If Cofimco USA is required by applicable law or regulation to pay or collect any tax on the

equipment, then such tax and any penalties and interest thereon shall be reimbursed to Cofimco USA by Buyer.

VIII. TEST OF EQUIPMENT

Any performance tests of equipment shall be made in accordance with procedures to be agreed upon in writing between Cofimco USA and Buyer. Cofimco USA shall be notified of and may witness any such test. All such tests shall be conducted within the warranty period. Buyer shall obtain Cofimco USA's written permission prior to any disclosure to a third party concerning the nature or results of such tests.

IX. CANCELLATION

Buyer may cancel orders entered on Cofimco USA's books only after Cofimco USA consents thereto and Buyer agrees to pay Cofimco USA for all costs incurred by Cofimco USA, all costs to cancel orders by Cofimco USA for performance, and a reasonable amount for Cofimco USA's profit.

X. LIMITATION OF LIABILITY

Notwithstanding any other provision of this Agreement, neither Cofimco USA nor its subcontractors shall be liable, whether arising under contract, tort (including negligence), strict liability or otherwise, for loss of anticipated profits, loss of business reputation or opportunity, loss by reason of plant or other facility shutdown, nonoperation or increased expense of operation, service interruptions, cost of purchased or replacement power, claims of customers, loss of use of capital or revenue, cost of money, or for any special, indirect, incidental or consequential loss or damage of any nature arising at any time from any cause whatsoever. In no event shall the total liability of Cofimco USA, regardless of form of action, arising out of the supply of the equipment or services hereunder, exceed the total price of the particular equipment giving rise to the liability.

XI. FCPA AND INTERNATIONAL TRADE

Buyer agrees to comply with all applicable national, federal, state and local laws, ordinances and regulations of the United States of America and of all other applicable anti-bribery and anti-corruption laws of non-U.S. jurisdictions, including without limitation all provisions of the United States Foreign Corrupt Practices Act and any amendments thereto (the "FCPA"). In furtherance and not in limitation of

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the foregoing covenants, Buyer represents and covenants that is has not paid and will not, directly or indirectly, pay, offer, give, promise (or authorize such) anything of value to any official or employee or any national, state, or local government of any country, or any agency or instrumentality thereof, to any candidate for public office, to any political party, or any officer or employee thereof in violation of the FCPA or other applicable anti-bribery laws. Buyer acknowledges and agrees that Cofimco USA has the right to terminate the Agreement and any other agreement between Cofimco USA and Buyer in the event that Cofimco USA determines, in its sole discretion exercised in good faith, that Buyer has committed a violation of the FCPA or any other applicable anti-bribery or anti-corruption law or regulations. Buyer shall defend, indemnify and hold Cofimco USA harmless from any claims, suits, investigations, penalties, and fines of any kind resulting from any FCPA or other anti-bribery or anti-corruption investigation which may occur as a result of any conduct by Buyer. These FCPA Compliance provisions shall survive any termination, lapse or expiration of the Agreement for a period of twenty-four (24) months. Buyer warrants, guarantees, and represents that any products obtained from Cofimco USA shall be used for inventory purposes, unless otherwise notified to Cofimco USA in writing. In addition, Buyer warrants, guarantees, and represents that it shall not, directly or indirectly, disclose, export, re-export, or transfer in any manner any goods, software, technology, services and/or technical data in violation of any applicable U.S. or applicable foreign laws or regulations governing international trade, export controls, sanctions or embargoes. Buyer acknowledges and agrees that Cofimco USA has the right to terminate the Agreement and any other agreement between Cofimco USA and Buyer in the event that Cofimco USA determines, in its sole discretion exercised in good faith, that Buyer has committed a violation of any applicable U.S. or applicable foreign laws or regulations governing international trade, export controls, sanctions or embargoes. Buyer shall defend, indemnify and hold Cofimco USA harmless from any claims, suits, investigations, penalties, and fines of any kind resulting from any investigation involving an alleged violation of U.S. or applicable foreign laws or regulations governing international trade, export controls, sanctions or embargoes investigation which may occur as a result of any

conduct by Buyer. These International Trade Compliance provisions shall survive any termination, lapse or expiration of the Agreement for a period of five (5) years.

XII. **Returns:** The return of undamaged products not specifically manufactured for Buyer and capable of resale by Cofimco USA will be accepted if Cofimco USA is notified in writing by Buyer within forty-five (45) days of delivery of its intention to return and the Equipment is returned within fifteen (15) days after such notice is sent to Cofimco USA. All products delivered shall be inspected immediately by Buyer and Cofimco USA shall be notified in writing within ten (10) calendar days after receipt of the products of any damage to the products. There shall be a 20% restocking fee for all equipment return. The return process shall be pursuant to Cofimco USA's return process and Buyer shall contact Cofimco USA for specifics on the return process.

XIII. **Governing Law:** This agreement and purchase order shall be construed and governed by the laws of the State of Texas, USA. Each party hereby agrees that any form of legal action that may arise from this agreement will be brought in Fort Bend County, TX. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.