



CONTROVAL USA LLC TERMS AND CONDITIONS

The following terms and conditions shall control the terms of any contracts relating to the sales of goods by the Seller Controval USA LLC and shall supersede and replace any preprinted terms and conditions on a purchaser's purchase order or other documents, oral or written communications, course of dealings or usages of trade. No additions to or variations from such terms and conditions, whether contained in a purchase order, confirmation, shipping release, or elsewhere shall be binding upon Seller unless expressly agreed to in writing by Seller and Seller hereby objects to all such additional or different terms.

- 1. Price:** All prices and amounts are express in United States Dollars and are net of any sales, use, excise or other tax or charge measured by the amount of the purchase price. Unless otherwise agreed, prices are expressed at the place of delivery without allowance for freight or insurance, customs duties or bonds, consular fees, or other charges, all of which shall be the sole responsibility of the purchaser.
- 2. Payment:** Payment is due within 30 days from the date of the invoice. All payments not made within the time period allowed shall bear interest at the rate of 1% per month from the date due until paid. In the event of failure to make payment as specified, Seller may take any action allowed by applicable law to recover the purchase price from purchaser, including without limitation, holding the goods available for acceptance at the purchaser's sole cost and risk, filing suit for collection of the purchase price or lost profit, retaining possession of the goods, and selling the goods in a public or private sale and retaining all of the proceeds from such sale.
- 3. Pickup; Title:** The purchaser shall accept delivery EX Works at point of manufacture at its sole cost and expense, unless otherwise specified and agreed in writing by purchaser and Seller. Title and risk of loss shall pass to the Purchaser at point of pick up and purchaser shall be liable for the costs of storage and preservation in the event of purchaser's failure to take delivery of the goods. If the parties agree to delivery of the products other than EX Works, Seller shall have no obligation to undertake any actions or to incur any costs relating to goods after the presentation for delivery and acceptance at the time and place specified.
- 4. Manufactured Goods Warranty:** Seller will repair or replace with goods of equal value and utility, at its option, any goods manufactured or assembled by it that are determined to have been defective at the time of delivery where such defect is reported in writing to the Seller within one (1) year after the pickup date. Such repair or replacement shall be at the place of the original delivery or other location acceptable to Seller that is no further distant or no more difficult to reach. Any costs incurred in gaining access to the goods as a result of the manner or place of installation shall be the responsibility of the purchaser. The foregoing obligation is the purchaser's sole and exclusive remedy for defective goods and is in lieu of all warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose. Seller shall not have any liability, for loss of use, loss of revenue, replacement equipment, or other incidental or consequential damages resulting from defective goods. To the extent possible under applicable law, the purchaser waives and release Seller from any claims arising under statutes or judicial interpretation that would provide a remedy different from or in addition to the remedies set forth above for any defective goods.



- 5. Assignment of Other Warranties:** Seller makes no separate or independent warranty and accepts no liability for any defects in goods that were manufactured by others and delivered to the purchaser without material alteration by Seller, including components incorporated into goods assembled by Seller. Seller shall use commercially reasonable efforts to assign to purchaser the manufacturer's warranty applicable to any goods manufactured by others (including component parts of goods assembled by Seller).
- 6. Applicable Law:** All terms and conditions hereof shall be enforced and construed in accordance with the laws of the State of Texas, excluding any provision that would direct the application of the laws of another jurisdiction. Any dispute or controversy relating to this document or the obligations of the parties which cannot be resolved by agreement shall be referred to the State or Federal (if it can obtain jurisdiction) courts sitting in Harris County, Texas. The parties agree that such venue is convenient and proper.
- 7. Force Majoure:** Seller shall not be liable for any failure or delay in delivery due to acts of God, orders bearing priority rating establishment pursuant to law, differences with workmen, local labor shortages, fire, flood, war, embargo, riot, the acts of public enemies, natural disaster or other casualty, government regulations or requirements, shortages or failure of raw material, supplies, fuel, power or transportation, breakdown of equipment, or any other causes beyond Seller' control, whether of similar or dissimilar nature than those enumerated. Seller shall have such additional time within which to perform as may be reasonably necessary under the circumstances. In no event shall Seller be liable for any consequential damages or claims for labor resulting from failure or delay in delivery.
- 8. Assignment:** This Agreement shall inure to the benefit of each party and their permitted successors and assigns. This Agreement may not be assigned by the purchaser to any person without the prior written consent of the Seller.
- 9. Notices:** Any notice required or permitted in connection with this Agreement shall be the writing and shall be deemed given when actually received by the addressee or when delivered to a private delivery service addressed to the addressee at the address set forth below their signature.
- 10. Entire Agreement:** The Agreement and its Attachments constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements. Any modification must be in writing and signed by both parties.
- 11. Waiver:** Any waiver of any rights under this Agreement must be in writing and signed by the party against whom it is enforced. No waiver shall be a continuing waiver unless it specifically so states. The failure or delay in exercising any right or remedy shall not be a waiver of such right or remedy.



- 12. Invalid Provisions:** If any provision is declared invalid or unenforceable for any reason, such decision shall not affect the validity of any other provision and this Agreement shall remain in effect as if such invalid provision had never been part of this Agreement.
- 13. Headings and Captions:** The headings and captions contained in this Agreement are for the convenience of the parties and shall not affect the interpretation of the text.
- 14. Attorneys' Fees and Costs:** Seller shall be entitled to recover as an additional amount due under this Agreement the reasonable attorneys' fees, costs of litigation, and necessary disbursements incurred in connection with the enforcement of any rights under this Agreement.
- 15. Additional Insurance:** Purchaser shall execute such additional documents and take such additional actions as may be necessary or appropriate to carry out the purposes and intent of this Agreement.