STANDARD TERMS AND CONDITIONS OF SALE

Notice: Any acceptance of Seller's offer is expressly limited to acceptance of these Terms and Conditions and Seller expressly objects to any additional or different terms proposed by Buyer. No other pre-printed terms and conditions on any form shall modify these Terms and Conditions even if signed by Seller. Any order to perform work and/or Seller's performance of the work shall constitute Buyer's agreement to these Terms and Conditions.

1. Definitions. Unless Seller otherwise agrees: "Buyer" means the entity to which Seller is providing Products or Services under the Contract; "Confidential Information" means (i) information that is designated in writing as "confidential" or "proprietary" or equivalent term by the party disclosing such information at the time of written disclosure, and (ii) information that is orally designated as "confidential" or "proprietary" by the party disclosing such information at the time of oral or visual disclosure and is confirmed to be "confidential" or "proprietary" in writing within twenty (20) days after the oral or visual disclosure; "Contract" means either: (i) the contract agreement signed by both parties for the Products and/or Services; or (ii) the purchase order signed by Buyer and accepted by Seller in writing, for the sale of Products or Services, together with these Terms and Conditions, Seller's final quotation, Seller's proposal, the agreed scope(s) of work, and Seller's order acknowledgement; "Contract Price" means the agreed price stated in the Contract for the sale of Products and/or Services, including adjustments (if any) in accordance with the Contract; "Data" means all information and data of any type, form or nature (including, but not limited to, Software) which may be furnished or made available to Buyer, directly or indirectly; "Data Subject" means an identified or identifiable natural person or to any legal entity if such legal entity is subject to data protection legislation in their country of incorporation; "Hazardous Materials" means any toxic or hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, radioactive material, petroleum or petroleum-derived products or by- products, or any other chemical, substance, material or emission, that is regulated, listed or controlled pursuant to any national, state, provincial, or local law, statute, ordinance, directive, regulation or other legal requirement of the United States ("U.S.") or the country of the Site; "Personal Data" is any information relating to a Data Subject; "Products" means the equipment, parts, materials, supplies, and other goods Seller has agreed to supply to Buyer under the Contract but excluding software; "Seller" means the entity providing Products and/or Services under the Contract; "Services" means service activities Seller has agreed to perform for Buyer under the Contract; "Site" means the premises where Products are delivered or Services are performed, not including Seller's premises from which it performs remote Services; "Software" means a computer program or compilation of data that is fixed in any tangible medium of expression or any storage medium and shall include Seller's proprietary software, such as that software provided for operation of the Products; "Terms and Conditions" means these "Standard Terms and Conditions of Sale".

2. Pricing. Unless otherwise specified by Seller in writing, prices do not include domestic or international shipping charges beyond the point of delivery set forth in Section 6, the cost of insurance during the time Buyer bears risk of loss, or charges for demurrage, port fees, pier handling, marshaling, or heavy lifts or any other costs.

3. Payment.

3.1. Unless otherwise agreed to by Seller in writing, Buyer shall pay the Contract Price within thirty (30) days of Seller's invoice. For any Services priced separately, Buyer shall pay the portion of the Contract Price relating to the Services performed within fifteen (15) days of issuance of Seller's invoice. If Buyer fails to make any payments to Seller when due, Buyer shall pay a late payment charge computed at the rate of 2% per month on the overdue balance, or the maximum rate permitted by law, whichever is less, for each calendar month, or fraction thereof, that payment is late.

3.2. Unless otherwise agreed to by Seller in writing, Buyer shall establish, at Buyer's expense in a form acceptable to Seller, a confirmed, irrevocable, unconditional, sight letter of credit allowing for pro-rata payments to Seller for all amounts due under the Contract. All payments by Buyer, not otherwise covered by an applicable letter of credit, shall be made by wire transfer to the account identified by Seller.

3.3. In the event a Contract or any portion thereof is terminated by Seller in accordance with Section 10, below, at any time prior to the shipment of the Products or performance of the Services, pursuant to which Seller will be entitled to calculate and collect termination charges from Buyer, Seller shall be entitled to draw on the letter of credit established by Buyer hereunder for such termination charges as calculated by Seller, upon presentment of the following documents: (i) Seller's invoice showing the amount of termination charges due by Buyer; and (ii) one (1) copy of the termination notice. The letter of credit established by Buyer hereunder shall contain language necessary to acknowledge and permit a draw by Seller in accordance with this Section 3.3.

4. Taxes and Duties. Seller shall be responsible for all corporate and individual taxes measured by net income due to performance of or payment for work under this Contract ("Seller Taxes"). Buyer shall be responsible for all taxes, duties, fees, or other charges of any nature (including, but not limited to, consumption, gross receipts, import, property, sales, stamp, turnover, use, or value-added taxes, and all items of withholding, deficiency, penalty, addition to tax, interest, or assessment related thereto, imposed by any governmental authority on Buyer or Seller or its subcontractors) in relation to the Contract or the performance of or payment for work under the Contract other than Seller Taxes ("Buyer Taxes"). The Contract Price does not include the amount of any Buyer Taxes. If Buyer deducts or withholds Buyer Taxes, Buyer shall pay additional amounts so that Seller receives the full Contract Price without reduction for Buyer Taxes. Buyer shall provide to Seller, within one month of payment, official receipts from the applicable governmental authority for deducted or withheld taxes.

5. Compliance with Laws

5.1. Seller shall comply with laws applicable to the manufacture of Products and its performance of Services. Buyer shall comply with laws applicable to the application, operation, use and disposal of the Products and Services.

5.2. Seller's obligations are conditioned upon Buyer's compliance with all U.S. and other applicable trade control laws and regulations. Buyer shall not trans-ship, re-export, divert or direct Products other than in and to the ultimate country of destination declared by Buyer and specified as the country of ultimate destination on Seller's invoice.

5.3. Notwithstanding any other provision, Buyer shall timely obtain, effectuate and maintain in force any required permit, license, exemption, filing, registration and other authorization, including, but not limited to, building and environmental permits, import and/or export licenses, environmental impact assessments, and foreign exchange authorizations, required for the lawful performance of Services at the Site or fulfillment of Buyer's obligations, except that Seller shall obtain any license or registration necessary for Seller to generally conduct business and visas or work permits, if any, necessary for Seller's personnel. Buyer shall provide reasonable assistance to Seller in obtaining such visas and work permits.

5.4. If Buyer is an agency or instrumentality of, or is owned by, the government of any country, Buyer hereby unconditionally and irrevocably represents, warrants and covenants to Seller that: (a) the execution, delivery and performance by Buyer of the Contract constitutes private and commercial acts, rather than public or governmental or sovereign acts; (b) Buyer is generally subject to civil and commercial law and to legal proceedings, and Buyer hereby waives any right of immunity (governmental, sovereign or otherwise) which Buyer or any of its assets may currently have or may have in the future.

6. Delivery, Title Transfer & Risk of Loss

6.1. Unless otherwise specified by Seller in writing, for shipments that do not involve export from the customs jurisdiction of shipping point of origin, including shipments from one European Union ("EU") country to another EU country, Seller shall deliver Products to Buyer FCA Seller's facility or warehouse (Incoterms 2020). Title and risk of loss to such Products shall pass to Buyer upon such FCA delivery.

6.2. For export shipments, Seller shall deliver Products to Buyer FCA Seller's facility, place of manufacture or warehouse (Incoterms 2020). Title and risk of loss to such Products shall pass to Buyer upon such FCA delivery. Seller does not participate in "routed export transactions" as defined in 15 CFR 30.1(c), and will be responsible for Electronic Export Information filing. When Buyer arranges the export or intercommunity shipment, Buyer will provide Seller evidence of exportation or intercommunity shipment acceptable to the relevant tax and custom authorities.

6.3. Partial deliveries are permitted. Seller may deliver Products in advance of the delivery schedule. Delivery times are approximate and are dependent upon prompt receipt by Seller of all information necessary to proceed with the work without interruption. If Products delivered do not correspond in quantity, type or price to those itemized in the shipping invoice or documentation, Buyer shall so notify Seller within ten (10) days after receipt**.** Notwithstanding anything in this Section 6, Seller grants only a license, and does not pass title, for any Software provided by Seller under this Contract, and title to any leased equipment remains with Seller.

7. Excusable Delay. Seller shall not be liable or considered in breach of its obligations under this Contract to the extent that Seller's performance is delayed or prevented, directly or indirectly, by any cause beyond its reasonable control including, but not limited, to acts of God, fire, terrorism, war (declared or undeclared), epidemics, material shortages, insurrection, acts (or omissions) of Buyer or Buyer's sellers or agents, any act (or omission) by any governmental authority, strikes, labor disputes, transportation shortages, or vendor non-performance. If an excusable event occurs, the schedule for Seller's performance shall be extended by the amount of time lost by reason of the event plus such additional time as may be needed to overcome the effect of the event. If acts or omissions of the Buyer or its affiliates, or their agents or other contractors or suppliers cause the delay, Seller shall also be entitled to an equitable price adjustment.

8. Warranty

8.1. Seller warrants that Products shall be delivered free from defects in material, workmanship and title and that Services shall be performed in a competent, diligent manner in accordance with any mutually agreed specifications. To the extent any such Products include software, whether included in a Product furnished hereunder or provided separately, Seller warrants that such software will, at the time of delivery by Seller, conform to Seller's documentation relating to such software.

8.2. Unless otherwise stated in the Contract: (i) the warranty period with respect to a Product shipped to a location outside of the U.S. shall be fifteen (15) months from the date of Product shipment, or with respect to a Product shipped to a location within the U.S. shall be twelve (12) months from the date of Product shipment; and (ii) the warranty period for Services shall be twelve (12) months from completion of each applicable Service (the "Warranty Period").

8.3. If any Product or Service does not meet the above warranties within the Warranty Period, Buyer shall promptly notify Seller in writing and, if applicable, make the Product available to Seller, per Seller's specifications, for inspection. In the event Seller determines that the Product or part thereof, or Services performed, failed to meet the foregoing warranties set forth in this Section 8 (except as to title) within the Warranty Period, Seller shall: (i) at its option, repair or replace the defective Product(s); and/or (ii) re-perform defective Services. If despite Seller's reasonable efforts, a non-conforming Product cannot be repaired or replaced or non-conforming Services cannot be re-performed, Seller shall refund or credit monies paid by Buyer for such non-conforming Products and/or Services. Warranty repair, replacement or re-performance by Seller shall not extend or renew the applicable Warranty Period. Buyer shall bear the costs of access for Seller's remedial warranty efforts including removal and/or installation costs associated with the repair and replacement of the defective Products and transportation of the Products to Seller and back to Buyer.

8.4. The warranties and remedies are conditioned upon: (i) proper storage, installation, use, operation, and maintenance of Products; (ii) Buyer keeping accurate and complete records of operation and maintenance during the Warranty Period and providing Seller access to those records; and (iii) modification of Products or Services only as authorized by Seller in writing. Seller's obligations under this Section 8 shall not apply to: (a) normal wear and tear; (b) any off the shelf consumer goods that may be incorporated into the Products; (c) any Product that is normally consumed in operation; (d) any Product that has a normal life inherently shorter than the Warranty Period specified in Section 8.2; (e) any Product that has been subjected to any other kind of misuse or detrimental exposure, has been involved in an accident, or has been subject to an event of force majeure including, without limitation, any of the

events described in Section 7. In the event Buyer uses non-Seller parts or non-Seller approved repairs, then any damage to, failure of, or performance degradation of the Products or Services indirectly or directly resulting from the use of such parts or repairs, shall not be warranted by Seller. Further, if such parts or repairs cause personal injury, death or property damage to third parties, Buyer shall indemnify and hold Seller harmless from all claims and liabilities connected therewith. This indemnification shall survive the termination or expiration of the Contract.

8.5. This Section 8 provides the exclusive remedies for all claims based on failure of or defect in Products or Services, regardless of when the failure or defect arises, and whether a claim, however described, is based on contract, warranty, indemnity, tort/extra-contractual liability (including negligence), strict liability or otherwise. The warranties provided in this Section 8 are exclusive and are in lieu of all other warranties, conditions and guarantees whether written, oral, implied or statutory. NO IMPLIED OR STATUTORY WARRANTY, OR WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES.

9. Limitation of Liability.

9.1. The total liability of Seller for all claims of any kind arising from or related to the formation, performance or breach of the Contract, or any Products or Services, shall not exceed: (i) the Contract Price, or (ii) if Buyer places multiple order(s) under the Contract, the price of each particular order for all claims arising from or related to that order.

9.2. Seller shall not be liable for loss of profit or revenues, loss of use of equipment or systems, interruption of business, cost of replacement power, cost of capital, downtime costs, increased operating costs, any special, consequential, incidental, indirect, or punitive damages, or claims of Buyer's customers for any of the foregoing types of damages. Seller shall not be liable for advice or assistance that is not required for the work scope under the Contract.

9.3. Any liability of Seller arising hereunder shall end upon expiration of the applicable Warranty Period, provided that Buyer may continue to enforce a claim for which it has given prior notice by commencing an action or arbitration, as applicable under the Contract, before expiration of any statute of limitations or other legal time limitation but in no event later than one year after expiration of such Warranty Period.

9.4. If Buyer is supplying Products or Services to a third party, or using Products or Services at a facility owned by a third party, Buyer shall either: (i) indemnify and defend Seller from and against any and all claims by, and liability to, any such third party in excess of the limitations set forth in this Section 9; or (ii) require that the third party agree, for the benefit of and enforceable by Seller, to be bound by all the limitations included in this Section 9.

9.5. For purposes of this Section 9, the term "Seller" means Seller, its affiliates, subcontractors and suppliers of any tier, and their respective employees. The limitations in this Section 9 shall apply regardless of whether a claim is based in contract, warranty, indemnity, tort/extra-contractual liability (including negligence), strict liability or otherwise, and shall prevail over any conflicting terms, except to the extent that such terms further restrict Seller's liability.

10. Termination; Suspension.

10.1. Buyer may terminate the Contract (or the portion affected) for cause if Seller: (i) becomes insolvent or bankrupt; or (ii) commits a material breach of the Contract which does not otherwise have a specified contractual remedy, provided that: (a) Buyer shall first provide Seller with detailed written notice of the breach and of Buyer's intention to terminate the Contract; and (b) Seller shall have failed, within 30 days after receipt of the notice, to commence and diligently pursue cure of the breach.

10.2. If Buyer terminates the Contract pursuant to Section 10.1: (i) Seller shall reimburse Buyer the difference between that portion of the Contract Price allocable to the terminated scope and the actual amounts reasonably incurred by Buyer to complete that scope; and (ii) Buyer shall pay to Seller: (a) the portion of the Contract Price allocable to Products completed; (b) lease fees incurred; and (c) amounts for Services performed before the effective date of termination.

10.3. Seller may suspend or terminate the Contract (or any affected portion thereof) immediately for cause if Buyer: (i) becomes insolvent or bankrupt; or (ii) materially breaches the Contract, including, but not limited to, failure or delay in Buyer providing payment security, making any payment when due, or fulfilling any payment conditions.

10.4. In the event Seller terminates the Contract as provided in Section 10.3: (i) Seller shall be entitled to retain any down payment, advance payments, progress payments and/or milestone payments made by Buyer; (ii) Buyer shall pay to Seller the applicable purchase price for any completed or substantially completed Products and Services performed before the effective date of termination, plus expenses reasonably incurred by Seller in connection with the termination. In addition, Buyer shall pay Seller a cancellation charge equal to 80% of the Contract Price applicable to uncompleted made-to-order Products and 15% of the Contract Price applicable to all other uncompleted Products.

10.5. Subject to Section 10.1, above, Buyer may not terminate, suspend or cancel the Contract (or any portion thereof) without the prior written consent of Seller, which consent shall be at Seller's sole discretion. Seller may condition its consent upon any or all of the remedies set forth in Section 10.4, above.

10.6. For purposes of this Section 10, the following shall apply when determining the amount due from Buyer for Services performed before the date of termination: (i) for Services performed under time and material pricing, Buyer shall pay for all hours performed at Seller's then-current standard time and material rates; and (ii) for Services performed under a firm fixed price, Buyer shall pay: (a) the applicable price for all milestones achieved; and (b) for any milestone not yet achieved, all hours performed in connection with the unachieved milestone(s) at Seller's then-current standard time and material rates.

10.7. Buyer shall pay all reasonable expenses incurred by Seller in connection with a suspension, including, but not limited to, expenses for repossession, fee collection, demobilization/remobilization, and costs of storage during suspension. The schedule for Seller's obligations shall be extended for a period of time reasonably necessary to overcome the effects of any suspension.

10.8. Either Buyer or Seller may terminate the Contract (or the portion affected) upon twenty (20) days advance notice if there is an excusable event (as described in Section 7) lasting longer than one hundred and twenty (120) days. In such case, Buyer shall pay to Seller amounts payable under Section 10.4, excluding the cancellation charge for uncompleted Products; provided, however,

in the event the excusable delay was caused by acts or omissions of the Buyer or its contractors or suppliers, the cancellation charge for uncompleted Products shall apply.

11. Data & Software.

11.1. All Data is proprietary to and shall remain the sole property of Seller. Buyer is granted a limited license for any Data (including Software) delivered by Seller, whether as part of any Product or separately. This limited, non-exclusive, non-transferable, revocable, personal license allows Buyer to use Data for Buyer's internal business purposes related to the intended use of the Product(s) for which the Data is provided or according to applicable Software specifications. With respect to any Software, the limited license permits Buyer to: (i) use the Software only on the Products on which it is installed at the time of delivery or, if the Software is supplied separately, in connection with Products supplied by Seller; and (ii) if the Software is supplied separately, to make one copy of the Software in machine-readable form solely for backup purposes. In no event is any license or right granted in the source code for any Software provided by Seller.

11.2. All Data that is disclosed to Buyer in confidence shall be subject to Section 15 and shall neither be: (i) used by Buyer, or be furnished by Buyer to any other entity for the design, manufacture, repair, or maintenance of any products or processes, nor (ii) used for the maintenance or repair of any products not supplied or covered under the Contract, nor (iii) used in the creation, manufacture, development, or derivation of repair and maintenance processes, modifications, spare parts, designs or configuration changes, or to obtain any regulatory approval of any of the foregoing. Buyer shall not remove existing notices regarding confidentiality or propriety of Data.

11.3. Buyer may not distribute copies of the Data to others. Seller and Buyer acknowledge that the Data is protected by contractual obligations, and by copyright, trade secret, and patent laws of the United States of America (and by applicable international treaties). Buyer may not decompile, reverse engineer, disassemble, or reduce any Software to a human-perceivable form. BUYER MAY NOT MODIFY, ADAPT, TRANSLATE, LEASE, LOAN, RESELL, DISTRIBUTE, OR CREATE DERIVATIVE WORKS BASED UPON THE DATA OR ANY PART THEREOF, INCLUDING THE LOOK AND FEEL OF ANY SOFTWARE. Nothing herein shall prohibit Buyer from forward selling a Product acquired hereunder in which applicable Software is installed. Nothing herein shall create an obligation on the part of Seller to provide any support, upgrade or revision to any Software, except as otherwise agreed in writing between Buyer and Seller.

11.4. With respect to any data or information that Seller receives from Buyer that is generated, collected or recorded by any Products or Software provided hereunder and that is not Seller's Data ("Buyer Data"), Seller is granted a non-exclusive limited license to use any such Buyer Data for Seller's internal business purposes, which include maintenance, development, upgrade or improvement of Products, Software and related product and service offerings.

12. Intellectual Property Indemnification.

12.1. Seller warrants that any Product or Service furnished hereunder that has been manufactured or performed by Seller or any Affiliate of Seller, as applicable, shall, without any alteration or further combination, be free of any rightful claim of any third party for infringement of any valid patent in the country the Seller delivers the Product or Service to the Buyer. If Buyer notifies Seller within fifteen (15) days of the receipt of any claim that such Product or Service infringes a patent and gives Seller information, assistance and exclusive authority to settle and defend such claim, Seller shall, at its own expense and in its sole discretion: (i) settle or defend such claim or proceeding arising therefrom and pay all damages and costs awarded therein against Buyer; (ii) procure for Buyer the right to continue using such Product or Service; (iii) modify the Product or Service so that it becomes non-infringing; (iv) replace the Product with an equivalent non-infringing Product or re-perform the Service with a non-infringing Service; or (v) remove the Product or reverse the Service performed and refund the applicable price paid (less reasonable depreciation) and any transportation or installation costs that have been separately paid by Buyer.

12.2. This Section 12 shall not apply to and Seller shall have no obligation or liability with respect to any patent infringement claim based upon: (i) any Product that is manufactured, or Service performed, that is customized to Buyer's design or specification; (ii) the combined use of any Product or with any other apparatus or material; (iii) the use of any Product or Service furnished hereunder to the extent that the infringement claim is based upon a modification to the Product or Service that was made by the Buyer (or Buyer's employees, agents, contractors or subcontractors); or (iv) the failure of Buyer to implement any update provided by Seller that would have prevented the claim. As to any Product, Service or use described in the preceding sentence, Seller assumes no liability whatsoever for patent infringement or the unauthorized use of Products or Services, including, without limitation, a breach of the provisions of the Contract.

12.3. This Section 12 states Seller's exclusive and entire liability for indemnification for patent, trademark, copyright, and trade secret infringement for Products and Services.

12.4. Each party shall retain ownership of all Confidential Information and intellectual property it had prior to the Contract. All new intellectual property conceived or created by Seller in the performance of this Contract, whether alone or with any contribution from Buyer, shall be owned exclusively by Seller. Buyer agrees to deliver assignment documentation as necessary to achieve that result.

13. Changes.

13.1. Seller may, as it deems necessary and/or from time to time, make engineering or specification changes with respect to the Products or Services. If the engineering or specification change does not constitute a material change in form, fit or function, Seller is authorized to deliver the Product or perform the Services, as changed or modified, without notice to or consent from Buyer. If the engineering or specification change constitutes a material change in form, fit or function, Seller must first notify Buyer and, if applicable, the parties shall negotiate an equitable adjustment in the price and delivery of the Products and Services. Seller shall have the right to suspend performance pending completion of such negotiation.

13.2. Buyer may propose changes to such engineering or specifications with respect to the Products and Services by written change order to Seller. Such engineering or specification changes proposed by Buyer will be subject to adjustment in price and

delivery of the Products and Services. Unless otherwise specified by Seller in writing, changes to such engineering and specifications proposed by Buyer not agreed to and accepted in writing by Seller within eight (8) months prior to delivery of the Products shall not apply to the Products or Services.

13.3. In the event of any engineering or specification change required due to a change in applicable laws, rules and/or regulation that results in increased cost, expense, liability or risk to Seller, Seller shall be entitled to reasonable adjustments in price and delivery timing of the Products and/or Services to compensate and accommodate Seller for such increased obligations. In the event the parties fail to mutually agree to such reasonable adjustments, either party may pursue resolution pursuant to the dispute resolution process set forth in Section 16.

14. Inspection & Factory Tests. Seller will apply its normal quality control procedures in manufacturing Products. Seller shall attempt to accommodate requests by Buyer to witness, at Buyer's sole cost and expense, Seller's factory tests of Products, subject to appropriate access restrictions, if such witnessing can be arranged without delaying the work.

15. Confidentiality.

15.1. Seller and Buyer (as to information disclosed, the "Disclosing Party") may each provide the other party (as to information received, the "Receiving Party") with Confidential Information in connection with this Contract. Seller and Buyer agree that the prices for Products and Services shall be considered Seller's Confidential Information. Except as set forth below, Seller and Buyer shall keep confidential, and not disclose or use for any purpose other than performance of the Contract and use of Products and Services, any Confidential Information.

15.2. Paragraph 15.1 shall not restrict the Receiving Party from disclosing Confidential Information as follows: (a) Seller may disclose Confidential Information to its affiliates and subcontractors in connection with performance of the Contract; (b) a Receiving Party may disclose Confidential Information to its auditors and tax advisors; (c) Buyer may disclose Confidential Information to lenders as necessary for Buyer to secure or retain financing needed to perform its obligations under the Contract; (d) a Receiving Party may disclose Confidential Information to any other third party with the prior written permission of Disclosing Party; (e) the Receiving Party may disclose Confidential Information in response to a subpoena from a court, arbitration panel, or government or administrative body if it both promptly provides the Disclosing Party with written notice of the discovery request such that the Disclosing Party is able to seek a protective order or other appropriate remedy and cooperates with the Disclosing Party to obtain the protective order or other remedy; in the event that the protective order or other remedy is not obtained, the Receiving Party shall use commercially reasonable efforts to obtain assurance that confidential treatment will be accorded to such Confidential Information; and (f) to the extent necessary to enforce the Receiving Party's rights under the Agreement. For each of these exceptions (a)-(f) to the general non-disclosure rule set forth in 15.1 to apply, the Receiving Party must obtain a non-disclosure commitment from any such subcontractors, auditors, lenders or other permitted third party that prohibits disclosure of the Confidential Information and provided further that the Receiving Party remains responsible for any unauthorized use or disclosure of the Confidential Information. Receiving Party shall upon request return to Disclosing Party or destroy all copies of Confidential Information except to the extent that a specific provision of the Contract entitles Receiving Party to retain an item of Confidential Information. Seller may also retain one archive copy of Buyer's Confidential Information.

15.3. The obligations under this Section 15 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 Receiving Party, its representatives or its affiliates; (ii) is or becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party when the source is not, to the best of Receiving Party's knowledge, subject to a confidentiality obligation to Disclosing Party; or (iii) is independently developed by Receiving Party, its representatives or affiliates, without reference to the Confidential Information.

15.4. Each Disclosing Party warrants that it has the right to disclose the information that it discloses. Neither Buyer nor Seller shall make any public announcement about the Contract without prior written approval of the other party.

15.5. Nothing in this Section 15 grants the Receiving Party any license under any invention, patent, trademark or copyright now or later owned or controlled by the Disclosing Party. As to any individual item of Confidential Information, the restrictions of this Section 15 shall expire the earlier of ten (10) years after the date of disclosure or five (5) years after termination or expiration of the Contract. This Section does not supersede any separate confidentiality or nondisclosure agreement signed by the parties.

16. Governing Law; Dispute Resolution

16.1. The Contract and any dispute, controversy, or proceeding arising out of or relating in any way to this Contract, whether in contract, tort, common law, statutory law, equity, or otherwise, including any question regarding its existence, validity, or scope, shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any choice of law rules that would cause the application of laws of any jurisdiction other than those of the State of Delaware (the "Governing Law"). If the Contract includes the sale of Products, the United Nations Convention on Contracts for the International Sale of Goods shall apply.

16.2. Any dispute, controversy or claim arising out of or relating in any way to this Contract, whether in contract, tort, common law, statutory law, equity, or otherwise, including any question regarding its existence, validity, or scope, shall be resolved in accordance with this Section 16. If a dispute is not resolved by negotiations, either party shall, by giving written notice that summarizes the nature of the dispute, refer the dispute to a meeting of appropriate higher management, to be held within thirty (30) business days after the giving of notice, or such later date as may be mutually agreed. If the dispute is not resolved at the senior management level, the parties shall, within thirty (30) days of the management meeting, or such later date as may be mutually agreed, mediate the dispute in Delaware or Geneva, Switzerland, depending on the location of the parties as described below. If the dispute is not resolved at the mediation, either party may commence arbitration or court proceedings as set forth below:

(i) If the Buyer, or any of its affiliates with connections to this Contract, has offices in North America, legal action will exclusively be brought and resolved in the United States District Court for the District of Delaware (where federal jurisdiction exists) or the Courts of the State of Delaware (where federal jurisdiction does not exist), and the appellate courts having jurisdiction of appeals

in such courts. Buyer agrees that jurisdiction and venue in these Delaware courts is appropriate, and irrevocably submits with respect to any action or proceeding brought pursuant to this Section 16 for itself and in respect of its property, generally and unconditionally, to the personal jurisdiction of the courts of Delaware, and irrevocably waives any objection that it may now or hereafter have that any such court is an improper or inconvenient forum for any proceeding brought pursuant to this Section 16.

(ii) If neither the Buyer nor any of its affiliates with connections to the Contract has offices in North America, the dispute shall be submitted to and finally resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce ("ICC"). For all matters submitted to arbitration, the number of arbitrators shall be one, unless the amount in dispute exceeds the equivalent of U.S. $5,000,000, in which event it shall be three, and they shall be selected in accordance with ICC rules. When three arbitrators are involved, each party shall appoint one arbitrator, and those two shall appoint the third within thirty (30) days; the third shall be the Chairman. The seat, or legal place, of arbitration, shall be Geneva, Switzerland, or such other location as may be mutually agreed by the parties. The arbitration shall be conducted in English. Relevant documents in other languages shall be translated into English if the arbitrators so direct. In the event of a conflict between the English version and the original version of any documents, the English version shall control. In reaching their decision, the arbitrators shall give full force and effect to the intent of the parties as expressed in the Contract, and if a solution is not found in the Contract, shall apply the governing law of the Contract. The decision of the arbitrator(s) shall be final and binding upon both parties. All statements made and documents provided or exchanged in connection with the Dispute Resolution process described in Section 16are confidential and neither Party shall disclose the existence or content of the dispute or claim, or the results of the arbitration, to third parties other than outside counsel, except with the prior written consent of the other Party or pursuant to legal process.

16.3. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY DISPUTE IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT KNOWINGLY, VOLUNTARILY, INTENTIONALLY, IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY DISPUTE.

16.4. Notwithstanding the foregoing, each party shall have the right at any time to immediately commence an action or proceeding in a court of competent jurisdiction, subject to the terms of this Contract, to seek a restraining order, injunction, or similar order to enforce the confidentiality provisions set forth in Section 15 and/or the nuclear use restrictions set forth in Section 17, and/or for Seller to protect or enforce any patent, trademark, copyright or other intellectual property right, Confidential Information or trade secrets, or to seek interim or conservatory measures.

16.5. With respect to the dispute resolution process described in this Section 16, or otherwise pursuant to the terms of the Contract, the parties agree that Seller will not be required to disclose the basis (including but not limited to costs and margins) for its determination of list prices for Products or Services set forth in its general catalogs or such other prices for Products or Services as may have been agreed to with Buyer or proposed by Seller. Buyer agrees not to seek that information in discovery whether the proceeding takes place in court or in arbitration.

16.6. To the extent that either party seeks Confidential Information in the course of any court or arbitration proceeding, the parties agree to enter into an appropriate protective order to ensure the confidential treatment of such information, and that, for highly Confidential Information (excluding the information described in paragraph 16.4, which will not be produced under any circumstances), the protective order will allow for the production of such information on an "attorneys' eyes only" basis, or for review only by the arbitrator or arbitrators or the court.

17. Nuclear Use. Products and Services sold by Seller are not intended for use in connection with any nuclear facility or activity, and Buyer warrants that it shall not use or permit others to use Products or Services for such purposes, without the advance written consent of Seller. If, in breach of this, any such use occurs, Seller (and its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, and, in addition to any other rights of Seller, Buyer shall indemnify and hold Seller (and its parent, affiliates, suppliers and subcontractors) harmless against all such liability. Consent of Seller to any such use, if any, will be conditioned upon additional terms and conditions that Seller determines to be acceptable for protection against nuclear liability.

18. Personal Data Protection. In the event that Personal Data is provided or made accessible as part of the Contract, Buyer and Seller represent that they will comply with all applicable laws and regulations, including but not limited to, providing notices to or obtaining consents from the Data Subjects when (and if) required. The parties agree to take such security measures, in compliance with applicable data protection laws and adapted to the risks posed by the Personal Data disclosed, to prevent accidental, unauthorized or unlawful access, use, modification, disclosure, loss or destruction of such Personal Data. By entering into a Contract with Seller, Buyer consents to Seller processing Buyer's Personal Data to: (i) establish and maintain its customer database; (ii) assess respective risk profiles; and (iii) engage in factoring transactions related to Seller's receivables. Buyer further consents to Seller's communication of Buyer's Personal Data to Seller's affiliates for the same purposes as set forth herein. Buyer and Seller further agree that any Personal Data obtained from the other party is proprietary and confidential and shall be subject to the Confidentiality provisions of Section 15.

19. Site Access; Health & Safety Matters.

19.1. If Services are to be performed by Seller at Buyer's property, Buyer shall take all necessary precautions for the health and safety of Seller's personnel at the Site. Such precautions include, but are not limited to: (i) providing to Seller for review Buyer's safety policies and procedures; (ii) instructing Seller's personnel regarding: (a) Buyer's safety practices; and (b) the proper and safe handling of, and protection of Seller's personnel from exposure to, Hazardous Materials; and (iii) making Buyer's Site medical facilities and resources available to Seller's personnel. Without limiting the foregoing, Seller may, from time to time, review and inspect applicable health, safety, security and environmental documentation, procedures and conditions at the Site. If, in Seller's reasonable opinion, the health, safety, or security of personnel or the Site is, or is apt to be, imperiled by security risks, terrorist acts or threats, the presence of or threat of exposure to Hazardous Materials, or unsafe working conditions, Seller may, in addition to other rights or

remedies available to it, evacuate some or all of its personnel from Site, suspend performance of all or any part of the Contract, and/or remotely perform or supervise the work. Any such occurrence shall be considered an excusable delay pursuant to Section 7 of the Standard Terms and Conditions of Sale.

19.2. Buyer shall indemnify Seller for any and all claims, damages, losses, and expenses arising out of or relating to any Hazardous Materials which are or were: (i) present in or about Buyer's equipment or the Site prior to the commencement of Seller's work; (ii) improperly handled or disposed of by Buyer or Buyer's employees, agents, contractors or subcontractors; or (iii) brought, generated, produced or released on Site by parties other than Seller.

19.3. Operation of Buyer's equipment is the responsibility of Buyer. If Buyer requires or permits Seller's personnel to operate Buyer's equipment at the Site, Buyer shall indemnify and save Seller, its employees and agents, harmless from expense and liability (including reasonable attorneys' fees) incurred by or imposed upon Seller, its employees and agents, based upon exposure to Hazardous Materials, injury to persons (including death) or damage to property resulting from operation of such equipment at the Site by Seller personnel.

20. General Clauses.

20.1. Seller may assign or novate its rights and obligations under the Contract, in whole or in part, without Buyer's consent, to any of Seller's subsidiaries or affiliates, or to any purchaser or other successor in interest of Westinghouse Air Brake Technologies Corporation (or portion thereof to which the Contract relates), and may assign any of its accounts receivable under the Contract to any party for factoring purposes. Buyer agrees to execute any documents that may be necessary to complete Seller's assignment or novation. Seller may subcontract portions of the work, so long as Seller remains responsible for the subcontracted work. The delegation or assignment by Buyer of any or all of its rights or obligations under the Contract without Seller's prior written consent (which consent shall not be unreasonably withheld) shall be void.

20.2. Buyer shall notify Seller immediately upon any change in ownership of more than fifty percent (50%) of Buyer's voting rights or of any controlling interest in Buyer. If Buyer fails to do so or Seller objects to the change, Seller may: (i) terminate the Contract; (ii) require Buyer to provide adequate assurance of performance (including but not limited to payment), and/or (iii) put in place special controls regarding Seller's Confidential Information.

20.3. If any Contract provision is found to be void or unenforceable, the remainder of the Contract shall not be affected. The parties will endeavor to replace any such void or unenforceable provision with a new provision that achieves substantially the same practical and economic effect and is valid and enforceable.

20.4. The following Sections shall survive termination or cancellation of the Contract: 3 through 12, and 15 through 20.

20.5. The Contract represents the entire agreement between the parties. No modification, change, amendment, rescission or waiver shall be binding on either party unless agreed in writing by the parties' authorized representatives. The parties represent and warrant that they did not rely upon any statement, oral or written, not contained in this Contract in making their respective decisions to enter into this Contract. The Contract may be signed in multiple counterparts that together shall constitute one agreement.

20.6. Except as provided in Section 9, regarding limitation of liability, and in Section 17, above, regarding nuclear use, this Contract is for the benefit of the Buyer and Seller and not for any third party.