

## GENERAL TERMS AND CONDITIONS FOR CARE CONTRACTS VERSION: 07.23

### 1.0 GENERAL

The Terms and Conditions outlined herein shall apply to the services by SEEPEX Inc. (hereinafter referred to as Company) of maintenance or the sale of parts thereunder. No additional or contrary terms shall be binding upon the Company unless agreed to in writing. This Agreement only includes the Services set forth in Exhibit A applicable to the Equipment. Anything outside of the Services will be quoted and approved by an authorized Customer representative prior to being performed.

### 2.0 SCHEDULE DATES, FORCE MAJEURE, AND DELAYS

**2.1** Schedule dates are approximate and neither party shall be liable for loss, damage, or delay due to a Force Majeure event such as acts of Gods, acts of terrorism, war, riots, fire, flood, strike or other labor difficulty, acts of civil or military authority including governmental laws, orders, priorities or regulations, acts of the other party, embargo, car shortage, damage or delay in transportation, inability to obtain necessary labor or materials from usual sources, faulty forgings or castings, pandemics or other causes beyond the reasonable control of such party. In the event of delay in performance due to any such cause, the schedule dates or time for completion will be adjusted to reflect the actual time as may be necessary to properly reflect the delay. The Purchaser's receipt of services or parts shall constitute a waiver of any claims to delay. This clause will not excuse the payment of any sums due to Company under this Agreement.

**2.2** The parts will be delivered Incoterms EWX.

**2.3** It is the Purchaser's obligation to verify the visual conformity of the parts both in quantitative and qualitative terms and to inform the Company of any non-conformity in this respect of which it becomes aware within five (5) calendar days of delivery. Failing this, any such non-conformities cannot be the subject of any claim made by the Purchaser against the Company.

**2.4** The Customer is fully responsible for the good storage of the parts stored in his workshops.

**2.5** Where Purchaser requires shipment other than as specified, Purchaser will be responsible for any additional costs.

### 3.0 MODIFICATION - ORDER AMENDMENTS

No alteration to or variation of this Agreement shall take effect unless and until the same is in writing and signed on behalf of each of the Parties by a duly authorized representative, taking into consideration, as the case may be, the impact on the Price, delivery time of the spare parts, time of execution of the Services and the planning or any other contractual obligation affected by such change.

### 4.0 GENERAL DUTIES OF PURCHASER

**4.1** For the purpose of the supply, the Company can require that the Purchaser provides: (i) technical documents (plans, notices such as regarding instruction, safety and maintenance, operation manuals...), the historic of the various modification, repair and services made on the product as well as any records, (ii) all elements regarding the goods' origin and traceability. Schedule dates shall only start once all the required information are provided.

**4.2** During the term of this Agreement, the Purchaser shall:

- a. provide to the Company at no cost to the Company, full, free, and safe access to the equipment and the associated software, and a safe and adequate place in which to perform the services, which access and place shall include, among other things, maintenance access codes or ID's for the associated computer system;
- b. The Purchaser will provide, at their expense, permanent or temporary (e.g. forklift, 'A' Frame, etc.) means to facilitate the lifting of equipment components as necessitated to perform services; the Company shall not support the cost of heavy equipment like crane, scaffolds etc. If necessary, in presence of a tank this one shall be drained by the Purchaser and the Purchaser shall allow an easy access to the goods at his own cost and

- c. designate in writing and make available to the Company a Purchaser coordinator.

### 5.0 CUSTOMER INTERFERENCE WITH SERVICES

In the event and to the extent that the Purchaser prevents or unreasonably delays the Company from conducting Services, the Company's duties and obligations under this order or this Agreement may be automatically terminated. The Company will be entitled to invoice all extra costs due to postponement of the intervention at the agreed services rates.

### 6.0 SAFETY AND RIGHT TO WITHDRAW

The Company reserves its right to refuse or to resume the performance of the works on site:

- a. if the conditions, tools, protection equipment or circumstances are considered as unsafe or unsecured;
- b. if the conditions of the works are different that those defined with the Purchaser.

In such circumstances, the Company's duties and obligations under this order or this Agreement may be automatically terminated, all without refund to the Purchaser and without any cost or liability of the Company to the Purchaser.

### 7.0 TESTS, TRIALS AND INSPECTION

**7.1** The Services are provided in compliance with applicable industries practices. Any specific control, test or inspection demanded by the Purchaser and not expressly stated in the quotation and not accepted in the Company's Order Acknowledgment or in this Agreement will be at the exclusive expense of the Purchaser.

**7.2** If the parts, upon receipt by Purchaser at destination, do not appear to conform to this Agreement, Purchaser will within five (5) days after their receipt notify Company of such condition and afford Company a reasonable opportunity to inspect the parts and make any appropriate adjustment or replacement. Purchaser will not delay payment for the parts pending their inspection.

### 8.0 SUBCONTRACTING-ASSIGNMENT

The Company reserves the right to subcontract, without the prior agreement of the Purchaser, all or part of the procurement, Services and other works which are the object this order or this Agreement.

The Purchaser will not assign or transfer this Agreement without the prior written consent of the Company, said consent will not be unreasonably withheld.

### 9.0 PRICES AND TAXES

The prices do not include any present or future Federal, State or Municipal sales, use, gross receipts, property, or other similar type tax with respect to any material, erection equipment, parts or Services covered hereby. If Purchaser is required by applicable law or regulation to pay or collect any such type tax or taxes on account of this transaction or the material, parts or erection equipment or Services covered hereby, then such amount of tax shall be paid by the Purchaser in addition to the Annual Price set forth above.

### 10.0 PAYMENT TERMS

**10.1** Unless otherwise agreed, payments shall be made in dollars, net and without application of any discount at thirty (30) days net invoice date, except regarding expenses which shall be reimbursed at the date of reception of the invoice.

**10.2** Invoicing of this Agreement will start in the month of the effective date of the Agreement as written by Purchaser below upon execution of the Agreement. The invoicing frequency will be in Quarterly.

**10.3** The Purchaser shall be liable for interest on any late payments at a rate determined by the Company up to the maximum rate allowed by applicable law.

**10.4** The Company may charge the Purchaser for all expenses associated with collection of overdue amounts, including reasonable attorneys' fees; and in case of non-payment, the Company may (without prejudice to its other rights) suspend performance under and/or terminate the Order.

**10.5** Such interest and debt-recovery fee shall be paid within ten (10) days from the date of issuance of the invoice.

**10.6** All sums payable by the Purchaser under this Agreement are payable in full, without set-off, reduction, withholding or counterclaim on any account whatsoever.

### 11.0 TERMINATION

In the absence of a Company's default, if the Purchaser terminates all or a portion of a purchase order, the Purchaser shall be liable to the Company for termination charges equal to i) a pro rata portion of the purchase price based on the percentage of the work completed at the time of termination ii) the price for all material and parts ordered and received (or which have not been received but cannot be canceled) in connection with the performance of this Agreement. Charges shall be, at a minimum, 10% of the Purchase Order price. Each Party is entitled to ask the other Party to destroy or to deliver all copies of any confidential information supplied by or on behalf of the other party pursuant to this order or this Agreement.

### 12.0 INSURANCE

With respect to the performance of maintenance work at Purchaser's facility, the Company's personnel shall be properly covered with insurance in the areas of Worker's Compensation, Public Liability and Automobile Insurance where the use of a vehicle is required. A certificate confirming this insurance coverage is obtainable upon request. To the extent any loss and/or damage is recoverable by insurance proceeds under Purchaser's insurance policies, Purchaser waives its and its insurers' rights to recover for such loss and/or damage against the Company.

### 13.0 WARRANTY

**13.1** The Company warrants that parts and goods manufactured by the Company and services furnished under this Agreement, will be free of defects in material and workmanship for a period of:

- **Goods:** eighteen (18) months following delivery date as per the applicable Incoterm 2020 or twelve (12) months from commissioning whichever occurs first
- **Spare/repair parts:** twelve (12) months from delivery as per the applicable incoterm 2020 in this order or this Agreement
- **Services on site:** six (6) months from the end of the intervention (date of the reception certificate of intervention)
- **Services on Company's workshop:** six (6) months from delivery as per the applicable incoterm 2020 in this order or this Agreement
- **Services done by a Company's Authorized Service Center:** six (6) months from the end of the intervention (date of the reception certificate of intervention)

**13.2** The Company at its option, shall either repair or replace such parts or services, provided the Purchaser promptly notifies the Company of defects therein, within said period. If repair or replacement is not feasible, Company will, at its option, refund the full purchase price for such part or services.

**13.3** Transportation charges for the return of defective parts to Company and their reshipment to Purchaser and the risk of loss thereof will be borne by Company only if returned in accordance with written shipping instructions from Company.

**13.4** Company warrants to Customer that the Services will be performed in a good workmanlike manner. Company's liability and Purchaser's remedy under this warranty are limited to the correction of such services as are shown to Company's reasonable satisfaction to have been defective; provided that written notice of such defective services has been provided by Customer to Company within a reasonable time after the performance of such services by Company.

**13.5** Company will have no responsibility to repair or replace defective parts or service resulting from Purchaser's failure to store, install, maintain, or operate equipment serviced by Company according to Company's specific recommendations or in accordance with good industry practices. Company will not be liable for any repairs, replacements or adjustments or any costs of labor performed by Purchaser or any third-party without Company's prior written approval. This warranty will not apply to any non-standard component which Purchaser directs Company to use or add to the equipment.

**13.6** The Company makes no performance warranty and the effects of corrosion, erosion and normal wear and tear are specifically excluded from the Company's warranty.

**13.7** The Company makes no other warranty or representation of any kind whatsoever, expressed or implied, except that of title, and all implied warranties, including any warranty of merchantability and fitness for a particular purpose, are hereby disclaimed.

**13.8** During the Term of this Agreement the Company may either repair or replace a piece of the products, at its option, with alike piece of product with at least the same functionality.

**13.9** In the case of replacement of the product, the Company shall amend the product list set forth in Exhibit B and provide Customer with such amended list within a reasonable period of time after such replacement.

### 14.0 LIMITATION OF LIABILITY

**14.1** The remedies of the Purchaser set forth herein are exclusive, and the liability of the Company with respect to this Agreement or the Services or parts furnished under this Agreement or the part upon which such price of such Services or the part upon which such price is based.

**14.2** The Company and its suppliers or subcontractors shall in no event be liable to the Purchaser, any successors in interest or any beneficiary of this Agreement for any consequential, incidental, indirect, special or punitive damages arising out of this Agreement or any breach thereof, whether based upon loss of use, lost profits or revenue, interest, lost goodwill, work stoppage, impairment of other goods, loss by reason of shutdown or non-operation, increased expenses of operation, cost of purchase or replacement power or claims of Purchaser or customers of Purchaser for service interruption, whether or not such loss or damage is based on contract, warranty, negligence, indemnity, strict liability or otherwise.

### 15.0 GOVERNING LAW/JURISDICTION

**15.1** This Agreement and rights of parties will be governed by laws of United States Law excluding any conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

**15.2** The Parties shall endeavor to settle by negotiation any dispute arising out of or in connection with this Agreement and all the consequences thereof. Such dispute shall be duly notified by the claiming Party to the other Party and the Parties shall endeavor to settle such dispute by negotiation within thirty (30) days from receipt of said notice.

**15.3** In case of failure to settle the dispute by negotiation within the period of time above-mentioned, the claiming Party shall notify to the other Party its intention to submit the dispute to the jurisdiction mentioned below.

**15.4** The Parties irrevocably agree that the United States Jurisdiction shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement.

### 16.0 NUCLEAR LIABILITY

In the event that the services or parts furnished hereunder are to be used in a nuclear facility, the Purchaser shall, prior to such use, arrange for insurance or governmental indemnity, protecting the Company against liability and hereby releases and agrees to indemnify the Company and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the negligence or otherwise of the Company or its suppliers.

### 17.0 NO REFERENCE REQUIRED

Purchaser and Company agree that each order for services not already governed by this Agreement shall constitute a separate contract, the performance of which will be governed exclusively by these Terms and Conditions. This Agreement shall govern an order regardless of whether or not this document is attached to or referenced in the order. Excluded from applicability to an order include, but are not limited to: (i) any other terms and conditions contained in the order, including terms contained on the reverse side of the order; (ii) any reference in an order to Purchaser's Internet site for terms and conditions; (iii) any reference in an order to any other agreement, document or terms unless agreed to in writing by the Parties. In the event of a conflict between any terms and conditions of an order (except (iii) above), these terms shall prevail and govern the order.

## 18.0 COMPLIANCE WITH LAWS

**18.1** Company will comply with all applicable legal obligations. Company assumes no responsibility for compliance with any laws or regulations applicable to the use, installation and operation of the equipment or any other matters the Company does not control.

**18.2** The Purchaser will not, directly or indirectly, export, re-export, transfer or re-transfer any goods or technical data received from Company to any destination, persons or territories prohibited by the export laws of the United States of America, European Union, United Kingdom Of Great Britain or other applicable export regulations or to any country that Company does not support according to the Company's Trade Compliance policy. Company will provide a list of the Prohibited and Restricted Countries to the Purchaser on request. Company reserves the right to amend its Trade Compliance policy at any time.

**18.3** At the Company's discretion, the Purchaser shall provide a completed end-user statement on a format provided by the Company and will keep the Company updated of any changes that may impact his document during the execution of this Agreement.

## 19.0 INTELLECTUAL PROPERTY RIGHTS & CONFIDENTIALITY

**19.1** Any inventions, modifications, improvements, techniques or know-how affecting the goods, whether arising prior to this Agreement, or made or gained in the course of performing this Agreement, will belong to Company. Company will have no liability to Purchaser for any patent, trademark or copyright infringements based on any designs, plans or other information provided to Company by Purchaser.

**19.2** Neither Party shall disclose to third parties or use for its purposes any confidential information or trade secrets of the other Party.

**19.3** All documents prepared by Company as a deliverable of this Agreement will be provided to the Purchaser with a limited right to use, including make copies of such documents as is reasonably necessary, for the installation, maintenance and operation of the goods, parts or services, however, nothing in the section transfers to the Purchaser any of the Company's underlying intellectual property rights including the right to make the goods or have the goods made.

## 20.0 COMPANY REMOTE EQUIPMENT MONITORING

For all equipment, remote monitoring may be required by Company to enhance response time and enable remote diagnostics. Upon written request by Company, Purchaser agrees to allow Company to install connectivity device(s) on the product and transmit product operational data only over a cellular broadband network. Purchaser further agrees to allow the mounting of cellular antenna(s), either on the product or on the exterior of the facility, as required to achieve communication signal strength. Company device and antenna installations shall not be intrusive to Purchaser systems, processes or aesthetics. If the necessary permission is not provided within ninety (90) days of written notice, Company may adjust this Agreement pricing at its sole discretion, to reflect higher maintenance and Agreement management costs.