

# Terms of Sale and Delivery of NEORig (Bauer Manufacturing LLC)

## Effective 31st March 2016

The provision of products (sale) by NEORig are subject to the following General Terms and Conditions:

### 1. DEFINITIONS

"Affiliate" or "Affiliates" of a Party means an entity that controls or is controlled by that Party, or an entity that is controlled by the same entity that controls said Party (it being understood that the term "control" as used in this sentence means having the right to decide, directly or indirectly, the manner of exercising more than 50% of the votes in a general meeting of an entity or more than 50% of the votes in a meeting of the executive body of an entity).

"Agreement" means the binding contractual relation between the Parties once Customer accepted NEORig's offer or quotation, or once NEORig accepted Customer's order, part of which consists of the Form of Agreement, any and all associated Orders and these General Terms and Conditions.

"Claim" or "Claims" means any and all claims (including third party claims), demands, causes of action, judgments, awards, damages, losses, costs, expenses and liabilities of any kind and character.

"Country of supply or delivery" would be deemed as the country where the Products are delivered to be further specified in Form of Agreement.

"Country of ultimate destination/use" is the country where the Products are utilized/consumed or deployed by Customer to be further specified in Form of Agreement.

"Customer" means the firm, company, entity, or person, to which/whom the Products are provided under the Agreement and identified in the Form of Agreement.

"Group" means a Party, its Affiliates, its co-venturers (if any), its contractors and its subcontractors (of any tier), and its and their respective employees, officers, directors, representatives, agents and invitees.

"Order" means any written order for product purchase from NEORig executed by Customer.

"Party" and "Parties" means Customer and/or NEORig, individually or collectively as the context requires and includes their representatives, permitted assignees and successors.

"Products" or "Product" or "Product(s)" means the standard, non-customized products or equipment sold by NEORig hereunder.

"NEORig" means the legal entity identified in the Form of Agreement, offer or quotation, or response to Customer, to which these General Terms and Conditions are attached.

### 2. PRECEDENCE OF THESE GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply in place of, and prevail over, any terms or conditions (i) contained or referred to in Customer's acceptance of NEORig's authorized offer or quotation, or any Customer's correspondence, other contracts (previous, current or subsequent) performed by Customer and NEORig, or elsewhere, which may have been applicable to the subject matter hereof, or (ii) implied by trade, custom, practice or course of dealing. Any of said terms and conditions which are inconsistent with the provisions of these General Terms and Conditions are void and unenforceable, and any purported provisions to the contrary are hereby severed and excluded.

### 3. ACCEPTANCE BY CUSTOMER OF THESE GENERAL TERMS AND CONDITIONS

NEORig's prices are determined on the basis of the limited liability set out in these General Terms and Conditions and Customer's release and indemnification of NEORig from, certain liabilities and responsibilities as set out in these General Terms and Conditions. Once the Agreement is in place, said Agreement may only be amended by a written instrument executed by the duly authorized representative of each Party.

### 4. TERM

This Agreement shall be valid and effective until delivery of the Products by NEORig and thereafter for the period, if applicable upon mutual agreement of the Parties, to cover (i) inspection and acceptance of the Products by Customer, (ii) warranty period and (iii) liabilities and indemnities.

### 5. DIRECT SALE EQUIPMENT CHARGES

5.1 "Direct Sale Equipment" refers to any standard, non-customized Product that is sold for the intended use by the Customer, where the title to the Product is transferred to and invoiced to Customer accordingly.

5.2 Unless otherwise stated, all Product prices refer to Direct Sale Equipment. All consumables are treated as direct sale items.

5.3 Each Product is deemed to include only one (1) operational unit (or set of units if indicated). Any additional unit (or set of units) will be charged to Customer at 100% of the Product charges per unit (or set of units).

5.4 Prior to transfer of title of Product and with respect to any Product loss, or destruction for which Customer or other Customer's third party is liable, or in the event that any Product is expropriated or nationalized, Customer will be charged as found in the corresponding quotation or per the NEORig established pricelist.

5.5 Prices indicated for Products do not include shipping, mobilization, transportation, insurance, cost of consumables, service or personnel charges.

5.6 NEORig is not responsible for providing insurance on Products being transported by Customer or Customer-appointed third party companies.

### 6. INSPECTION

Unless otherwise agreed in writing, final inspection and acceptance of products must be made at NEORig's plant or other shipping or receiving point designated by NEORig and shall be conclusive except as regards latent defects. Customer's representatives may inspect at the Customer's plant or shipping point during working hours prior to shipment in such manner as will not interfere with operations.

### 7. WARRANTY

7.1 NEORig warrants that Products (including but not limited to tools, supplies and materials) furnished hereunder shall conform to the quality and specifications represented. NEORig warrants that the Products manufactured by NEORig, when installed by NEORig or otherwise installed properly by the Customer (or its Group) as per NEORig published standards or instructions and when properly used and maintained, shall be free from defects in material and workmanship for a period of twelve (12) months from the date of installation or eighteen (18) months from the date of shipment (per Article 11) by NEORig, whichever occurs first.

7.2 This limited warranty does not apply to:

- (a) Product that has been modified and/or that has been subjected to improper handling, storage, application, installation, operation or maintenance by anyone other than NEORig personnel, including, without limitation, the use of unauthorized replacement parts;
- (b) damage or loss to items during shipping;
- (c) models, prototypes or samples which are furnished to Customer as illustrations only of the general properties of NEORig's Products and workmanship;
- (d) parts and components requiring replacement because of natural wear and tear;
- (e) Product that has been installed and/or operated outside of intended or stated specifications, requirements and/or operating conditions;
- (f) any item which is purchased by NEORig as a component part of the Product provided by NEORig to the Customer where such item is furnished to NEORig by the Customer and where such defects in materials and/or design supplied by the Customer could not reasonably have been discovered by NEORig;
- (g) any Product not manufactured by NEORig but purchased by NEORig except to the extent to which such Product are covered by the warranty (if any) of the original manufacturer;
- (h) design of Product where NEORig prepared drawings, lists and/or bills of material from designs furnished by Customer or third parties;
- (i) use of a Product after Customer, its Group, or any other person or entity using the applicable Product, has knowledge of a defect;
- (j) Products that have been modified at Customer's request or used in combination with work not provided by NEORig;
- (k) any situation arising from, or relating to, breach by Customer of its obligations in the Agreement.

Furthermore, NEORig's obligations under this warranty shall not apply to any Product which (i) is normally consumed in operation, or (ii) rapidly wearing Products or a Product that has a normal life inherently shorter than the warranty period stated herein.

7.3 A Customer claim pursuant to this warranty shall be made immediately upon discovery and confirmed in writing within thirty (30) days after discovery of the defect. Defective items must be held for inspection or returned to the original NEORig delivery point upon request.

NEORig shall have the right to inspect the Product claimed to be defective and shall have the right to determine the cause of such defect.

Any returned Product shall become the property of NEORig.

7.4 In the event that any Product is altered or repaired by Customer or any person other than NEORig's authorized service representative, without prior written approval by NEORig, or in the event that Customer sells or leases the Products to a third party, all warranties are void. Products and accessories supplied by but not manufactured by NEORig are warranted only to the extent of and by the original manufacturer's warranty. A new warranty period shall not be established for any Product repaired or replaced under warranty. Such items shall remain under warranty only for the remainder of the warranty period on the original Products.

7.5 Warranty will only be applicable to Product provided each of the following conditions are met: (a) design of the Product for application, installation and operation in the Customer's asset is performed by NEORig; (b) the manufacture of the Product is performed by NEORig; (c) the installation and commissioning of the Product is performed by NEORig;

7.6 If Product does not meet the conditions of Article 7.5 herein then any and all warranties provided herein by NEORig shall immediately lapse and become null and void on such Product.

7.7 Any and all costs incurred by NEORig in ascertaining whether or not a warranty claim is valid, including but not limited to dismantling, inspection, failure analysis (DIFA) and investigation of the Product, shall be borne by the Customer.

7.8 Any description of the Product or any specifications, whether in promotional material or elsewhere, used in connection with the Product is used for the sole purpose of identifying the NEORig Product and is not, and shall not be construed as a warranty or condition of sale of the Product.

7.9 Under no circumstances shall NEORig be liable to the Customer or anyone else for special, indirect, incidental, consequential, exemplary or punitive damages whether suffered by the purchase or any other third party, caused or otherwise attributable to the NEORig Product or Services, any defects therein or any repairs or replacements made pursuant hereto.

7.10 NEORig's sole liability and Customer's exclusive remedy under the foregoing warranties are expressly limited to the repair, replacement or the refund of an equitable portion of the purchase price, at NEORig's sole option, of Products or Services which prove to be defective within the warranty period.

7.11 CUSTOMER ACKNOWLEDGES AND AGREES THAT WITH RESPECT TO THE PRODUCTS AND SERVICES, THERE ARE NO IMPLIED WARRANTIES OF RESULT OR EFFECTIVENESS OR MERCHANTABILITY OR FITNESS FOR PURPOSE, AND THERE ARE NO OTHER WARRANTIES, EXCEPT AS SET FORTH IN THIS ARTICLE 6. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, TERMS, REPRESENTATIONS, GUARANTEES OR LIABILITIES, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED OR STATUTORY, AND SUCH OTHER WARRANTIES, TERMS, REPRESENTATIONS, GUARANTEES OR LIABILITIES, AT COMMON LAW, IN CONTRACT, IN TORT, OR OTHERWISE (INCLUDING WITHOUT LIMITATION STRICT PRODUCT LIABILITY AND NEGLIGENCE) ARE DISCLAIMED. NEORIG'S WARRANTY OBLIGATIONS HEREUNDER, AND CUSTOMER'S REMEDIES (EXCEPT AS TO TITLE) ARE SOLELY AND EXCLUSIVELY AS STATED IN THIS ARTICLE 6.

## 8. LIMITATION OF LIABILITY

The total liability of NEORig (and its Group) with respect to any Claim, whether in contract, tort (including negligence, sole or concurrent, misrepresentation, warranty) or otherwise, arising out of, or connected with, the manufacture, provision, delivery, repair, replacement or use of any Products shall not exceed the consideration paid by Customer hereunder prior to the date upon which the cause of such action arose. For the avoidance of doubt, and without prejudice to the application of Article 9, the limitation of liability of NEORig in this Article 8 shall not apply to the indemnities granted by NEORig to Customer in Article 9.

## 9. LIABILITIES AND INDEMNITIES

9.1. Subject to Article 9.2, Customer defend, indemnify and hold NEORig and/or its Group harmless from and against any Claim arising out of (i) death of, injury to, any person, and/or (ii) loss of, or damage to any property; arising out of, or in connection with, the use, application, or results, of the Products provided, assembled, installed, repaired, maintained, replaced or handled by NEORig.

9.2. Each Party shall defend, indemnify and hold the other Party and/or its Group harmless from and against any Claim arising out of (i) death of, injury to, its own personnel and/or (ii) loss of, or damage to, its own property and that of its Group provided that Customer shall, regardless of whether title to the Products vested in Customer, be liable for any loss of, or damage to, the Products once delivered to Customer (as set out in Article 11).

9.3. In no event shall NEORig be responsible for retrieving damaged or defective Products, delay or curtailment of operations, pollution and/or cost of dismantling and removal of Products to be repaired or replaced, resulting from defective material, faulty workmanship or otherwise.

9.4. IN NO EVENT SHALL NEORIG BE LIABLE FOR ANY SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES SUSTAINED BY CUSTOMER (INCLUDING WITHOUT LIMITATION ANY DAMAGES RESULTING FROM LOSS OF USE, LOSS OF PROFIT, BUSINESS INTERRUPTION OR NEORIG'S FAILURE TO SUPPLY) WHETHER ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE PRODUCTS OR SERVICES OR ANY OTHER MEANS. THESE LIMITATIONS SHALL APPLY EVEN IF ANY LIMITED REMEDY FAILS IN ITS ESSENTIAL PURPOSE.

CUSTOMER SHALL DEFEND, INDEMNIFY AND HOLD NEORIG HARMLESS FROM AND AGAINST ANY CLAIM ASSERTED AGAINST NEORIG THAT IS IN ANY WAY ASSOCIATED WITH THE MATTERS SET FORTH IN THIS PARAGRAPH.

9.5. It is express intent of the Parties that the provisions of this Article 9 shall exclusively govern the risk allocation and indemnities between the Parties and shall prevail over any inconsistent provisions contained in the remainder hereof, and over any applicable laws and regulations with which they may conflict, to the extent legally permissible.

9.6. The Parties formally express and agree that when an indemnity is granted (or a liability assumed) by either Party herein, or when a liability is excluded herein, said indemnity (or assumption of liability) or exclusion of liability shall, unless expressly stated otherwise, apply without limit and without regard to the cause thereof, including pre-existing conditions (whether such conditions be patent or latent), unseaworthiness of any vessel, breach of duty, statutory common law or otherwise, breach of representation or warranty (express or implied), strict product liability, tort, breach of contract, any theory of legal or equitable liability, negligence of any person(s) including that of the Party indemnified, whether such negligence be gross (which for the purpose of the Agreement means willful, wanton or reckless conduct, carelessness or omission as constitutes in effect an utter disregard for harmful, foreseeable and avoidable consequences), sole, concurrent, active or passive.

## 10. TITLE AND RISK OF LOSS

10.1. Title to and risk of loss/damage to the Products shall pass to Customer at the time and place of delivery as per the INCOTERM specified in the Agreement.

10.2. The time, method, place or medium of payment shall not in any way limit NEORig's rights in and to the Products until payments has been received in full on all Orders, or any unpaid balance of the purchase price therefore, and NEORig may use all reasonable efforts, to retain and/or obtain possession of such Products until such unpaid balance has been received and accepted by NEORig, and to perfect and further evidence this security interest.

## 11. DELIVERY, CANCELLATION AND DELAY

11.1. Customer will hire NEORig to provide Products upon issuance of an Order upon written acceptance of same by NEORig. If the Order is not issued to NEORig three (3) calendar days or more prior Product delivery date, then: (1) the terms shall be in accordance with the applicable price list or quotation; and (2) any Customer requirement to include an Order reference number on the applicable invoice(s) shall be deemed waived and Customer shall be obligated to pay any and all such invoice(s) submitted by NEORig with or without an Order reference number.

11.2. All Products shall be delivered EX WORKS (at location specified of Form of Agreement) Incoterms 2010 or as otherwise agreed to specifically in the Agreement. The Products shall be packaged as per applicable standards of NEORig. Any additional expenses, if applicable, for expert/special seaworthy packing or marking shall be paid by Customer.

11.3. Partial deliveries shall be permitted. Delivery dates are approximate and dependent on Customer providing NEORig with all monies, guarantees and information needed to permit NEORig to immediately proceed with work and without interruption. NEORig shall not be liable for any damage or loss whether arising directly or indirectly out of any delay in delivery.

11.4. The Customer should be responsible for clearing the Products delivered. The Customer shall keep NEORig indemnified against any claim (including third party claims and demands from statutory or other government authority) relating to unloading and/or clearing of the Products.

Delivery shall be taken by Customer within three (3) days of the dispatch to Customer of a written request to take delivery of the Products. If for any reason any portion of the Products cannot be delivered when ready due to any cause, NEORig may invoke its rights under Article 13.

In such event, (a) NEORig's delivery obligations shall be deemed fulfilled and risk of loss/damage to the Products sold shall thereupon pass to Customer, (b) any amounts otherwise payable to NEORig upon delivery shall be payable upon presentation of NEORig's invoices and its certification as to such cause, and (c) all expenses incurred by NEORig, such as for preparation for and placement into storage, handling, inspection, preservation and insurance, shall be immediately payable by Customer upon submission of NEORig's invoices therefore.

11.5. Customer may cancel an Order at any time prior to the date of the shipment by giving notice to NEORig. Notice shall be given in more expeditious means possible and shall be confirmed within five (5) days thereafter, in writing, by registered mail, fax or email. Customer shall pay, upon the cancellation of any Order:

- (a) the prices for all finished Product manufactured pursuant to such Order;
- (b) the cost of inventory and special inventory which, but for such cancellation, would be used to manufacture Product for delivery to the Customer and not cancellable or usable for other customers of NEORig or another open Customer Order (affected inventory), which is in the possession of NEORig, whether in raw form or work in progress, less salvage value thereof;
- (c) the cost of all affected inventory on Order and not cancellable or usable for other customers of NEORig, less the salvage value thereof; and
- (d) if any, direct costs and fees actually incurred by NEORig or another open Customer Order(s), prior to the date(s) of Order(s) cancellation, with respect to any affected inventory.

11.6. NEORig shall, within fourteen (14) calendar days of cancellation, provide Customer an invoice describing in reasonable detail all of the foregoing costs and expenses payable to NEORig by Customer under this Article. All cancellation charges shall be supported by proper documentation. Customer shall pay the undisputed amount set forth in such invoice within thirty (30) days after receipt thereof. NEORig shall, in good faith, exercise reasonable efforts to mitigate the costs of cancellations. NEORig shall make reasonable efforts to cancel all applicable third party component purchase orders and reduce component inventory through return for credit programs or, where applicable, allocate such components for alternate or new Customer Orders.

11.7. The cancellation notice shall specify the extent to which the performance of work related to the Order is terminated, and the time at which such termination becomes effective. After receipt of such notice, NEORig shall stop the performance of said work to the extent specified in the notice of termination.

11.8. Customer may, with reasonable notice, request to change an Order by issuing a written change order authorization document (referred to herein as the "Change Order"). If upon receiving a Change Order, NEORig determines that there is any impact that increases the cost or affects the time to perform or provide the Product(s), then NEORig shall submit a proposal to Customer specifying the pricing and scheduling changes needed to execute the Change Order. Customer shall review the proposal and may accept, reject or modify the proposal, subject to mutual agreement; however, Customer shall be deemed to have accepted such proposal once NEORig proceeds as specified in the Change Order. NEORig may, at its sole discretion, decline to execute the Change Order

and such declination to execute shall not prejudice NEORig's rights under the applicable Purchase Order.

11.9. In the event that Customer submits a Change Order or otherwise partially cancels an Order such that the remaining Order, in NEORig's sole reasonable opinion, is economically detrimental, NEORig shall have the option of increasing the price of the remaining Order with the Customer or terminating the remaining Order.

11.10. If the Customer materially changes the Agreement such that, in NEORig's sole reasonable opinion, the commercial terms become economically detrimental to NEORig, then NEORig shall have the right to increase the prices in such Agreement.

11.11. The date on which NEORig's obligations are to be fulfilled shall be extended for a period of time equal to the time lost by reason of any delay arising directly or indirectly from unforeseeable circumstances, a Force Majeure event, strikes, labor disputes, sabotage, failure from Customer to timely provide information, materials, equipment or transportation or any item or service to be furnished by Customer, or any other cause beyond NEORig's reasonable control, or otherwise. Customer acknowledges and agrees that delivery and shipment dates mentioned in writing by NEORig, is a best estimate only and NEORig shall not be liable to Customer for any failure to deliver or ship on any particular date or dates.

## 12. INVOICING CONDITIONS

12.1 NEORig shall invoice Customer periodically and/or at the completion of the work and Customer shall pay any and all NEORig's invoice(s) in accordance with the payment terms set forth herein.

12.2 NEORig's invoice shall be deemed correct and shall evidence Customer's acceptance of work delivered, unless NEORig receives prompt written notice of any disputed items within five (5) business days after the date of the invoice (date as specified on the invoice.) Such notice shall explain the reason for the dispute in detail, along with any supporting documentation of Customer's position, after which Customer and NEORig shall meet in good faith within fifteen (15) calendar days from NEORig's receipt of notice to resolve the dispute. Upon settlement of the dispute, Customer shall immediately pay all amounts agreed to be due with respect to the disputed amount(s) to NEORig and NEORig shall then make the appropriate corrections regarding the disputed portion (if any are justified) by issuing a credit or debit note to Customer. Customer shall have no right to withhold or offset payments with respect to any Purchase Order for disputed amounts or for any other type or kind of claim or dispute between Customer and NEORig. Notwithstanding Customer's right to dispute an invoice, Customer agrees to pay NEORig any undisputed portion of an invoice as set forth above on or before the due date. Customer agrees that NEORig may cancel, suspend or terminate the Product delivery for which payment is in dispute without incurring any liability to Customer.

12.3 For sale of Products, the following invoicing conditions apply:

- Upon receipt and acceptance of the Order, NEORig shall immediately submit an invoice to Customer for an amount equal to fifty percent (50%) of the Product sale price.
- Upon delivery of the Product, NEORig shall immediately submit an invoice to Customer for an amount equal to Fifty percent (50%) of the Product sale price.
- Any and all invoices submitted shall be paid in accordance with the payment terms set forth herein.

## 13. PAYMENT

13.1 All Product charges are priced in United States Dollars. Any other currencies will be exchanged to United States Dollars as per Central Bank standard exchange rates at time of quotation.

13.2 Customer shall pay 100% of the invoice value for the Products sold within thirty (30) days from the date of issuing the invoice to Customer or as agreed to specifically in writing between NEORig and Customer. Unless NEORig specifies otherwise, such payment shall be made in advance, unless NEORig has approved Customer's credit prior to the sale. All payments should be made in the currency indicated on the Agreement. If no currency is indicated, then United States Dollars will apply for all Products.

13.3 Customer's failure to pay any amounts within thirty (30) days of the due date shall give NEORig the right to take possession of the unpaid (or partially unpaid) Product and thereafter to refuse providing any Product (without prejudice to any other contractual or legal remedies NEORig may have).

13.4 Customer agrees that NEORig is entitled to charge and accrue interest on any past due balance (including amounts that are disputed by Customer but are found to be due and owing) at the maximum interest rates allowable by applicable laws, if such laws limit interest to a lesser amount, from the due date for payment until receipt by NEORig of the unpaid amount plus the applicable late payment interest. If NEORig employs a collection agency or attorneys to collect any outstanding invoice(s) or to enforce its rights hereunder, Customer agrees to pay all actual expenses of collection, all collection agency fees, and all attorneys' fees and court costs, including, but not limited to, attorneys' fees incurred in connection with litigation, mediation, arbitration, bankruptcy, or other judicial proceedings.

13.5 In the event that Customer's account with NEORig becomes delinquent, any price discount (including applicable activity level or other volume-based discounts) will be unearned, and NEORig has the right to revoke any and all discounts previously applied in arriving at the net invoice price. Upon revocation, the full invoice price, without discount, will become immediately due and owing and subject to collection.

Customer acknowledges that NEORig, in its sole discretion, may refuse to grant Customer the right to request work on credit or may rescind the right to request work on credit at

any time. Unless otherwise agreed between the parties in a separate writing, NEORig does not offer any early pay discounts.

13.6 If payment default continues for more than thirty (30) days after written notice to Customer, then NEORig may, at its sole discretion, elect to suspend any pending Product delivery, remove any Product or terminate the Order or this Agreement for cause without any liability and without prejudice to other remedies.

13.7 If Customer in good faith does not agree with the amount of an invoice and chooses to dispute any portion of it, then Customer agrees that it will pay any non-disputed portion and notify NEORig within fourteen (14) days of receipt of an invoice of the reasons for disputing all or part of that invoice, and NEORig agrees to provide Customer with the necessary information to support the dispute. Customer agrees that NEORig may cancel, suspend or terminate the Product delivery for which payment is in dispute without incurring any liability to Customer.

13.8 Customer may not set off or withhold payment due on one invoice against fees payable from another invoice.

13.9 Where an advance has been agreed to, NEORig shall have the right to terminate the Agreement, with no cost to NEORig, in the event of non-receipt of such advance.

13.10 In case the Agreement value is increased from the amount paid originally as advance, due to any reason, Customer shall arrange to pay the revised incremental value within fifteen (15) days of receiving the notice of the same. In the event of failure, NEORig shall be entitled to terminate the Agreement with immediate effect.

13.11 NEORig may require Customer to secure the total price of the Product by establishing at Customer's cost a letter of credit (i) in favor of and in a form acceptable to NEORig (ii) maintained in sufficient amounts and for the period of time necessary to meet all payment obligations, (iii) maintained in sufficient amounts and for the period of time necessary to meet all payment obligations, (iv) issued by an international reputable bank acceptable to NEORig, (v) delivered to NEORig in a form satisfactory to NEORig within thirty (30) days after NEORig's acceptance of the Order, (vi) which permits partial shipments, and (vii) which provides for payment(s) upon presentation of NEORig's invoices.

13.12 Prior to delivery of the Product, if Customer's creditworthiness has deteriorated (in NEORig's sole, but reasonable, opinion), then, NEORig may require full or partial payment by Customer as a pre-condition to delivery of the Product.

13.13 For any items purchased for Customer at Customer's request from a third party, or provided to Customer on a "cost plus" basis pursuant to any pricing agreement or price list (collectively, "Reimbursable Items"), NEORig shall invoice Customer for such Reimbursable Items in advance on the first business day of each calendar month. Customer acknowledges that NEORig's payment terms for Reimbursable Items are cash in advance.

## 14. TAXES

14.1 Any tax or other charge imposed by law on the sale or production of goods or the performance of services shall be paid for by the Customer, unless the law specifically provides that such payment must be made by NEORig, in which case the Customer shall reimburse NEORig for such payment as part of the purchase price. Custom duties, consular fees, insurance charges and other comparable charges will be borne by the Customer.

## 15. EXPORT SHIPMENT

As a service to Customer, and upon Customer's written request and NEORig's written agreement, NEORig shall, subject to Article 20, arrange for export shipment on behalf of Customer. Customer shall pay NEORig for all fees and preparation of consular documents, packaging, marketing, freight, storage and warehouse to warehouse (including war risk) insurance. In performing such service, NEORig shall comply with any reasonable instructions of Customer or, in the absence thereof, shall act accordingly to its best judgment. In acting in Customer's behalf hereunder, NEORig shall be without liability on any claim asserted by Customer with respect to such export shipment, including late delivery and damages.

## 16. PATENTS

16.1. For the Purpose of this Article "Intellectual Property" means all trademarks or trade names (whether common-law or registered), patents, mask works, patents, patent applications, copyrights (whether published or unpublished), trade secrets, know-how, designs, methods, processes, work-flow, inventions, proprietary information and transferable rights under written contracts relating to the Products.

16.2. NEORig owns all rights to the Intellectual Property embodied in the Products. NEORig does not transfer any ownership rights in such Intellectual Property to Customer.

16.3. NEORig will not be liable for Intellectual Property infringement that arises: (i) out of a Customer's use of Products in combination with products or services not provided by NEORig; (ii) where Products have been specially modified, designed and/or manufactured to meet Customer's specifications; (iii) out of unauthorized additions or modifications to Products; or (iv) where the Customer use of Products does not correspond to NEORig published standards or specifications; however, NEORig may accept to be liable for Intellectual Property infringement Claims arising out of a Customer's normal use of Products as per sub-clause below.

16.4. If Customer receives a Claim that any Product or part thereof directly infringes a patent or copyright issued under the laws of the country of original delivery or intended destination (as identified by Customer in its Order), Customer shall notify NEORig promptly in writing and give NEORig information, assistance and exclusive authority to

evaluate, defend and settle such Claim. NEORig shall then at its own expense and option (i) Procure for Customer the right to use such Product, (ii) replace or modify such Product to avoid infringement, or (iii) remove it and refund the purchase price (including transportation and installation costs) less a reasonable amount for depreciation. Provided such timely notice has been given by Customer, should any court of competent jurisdiction hold such Product to constitute infringement, NEORig shall pay any costs and damages finally awarded on account of such infringement and, if the use of such product is enjoined, NEORig shall take at its option one or more of the actions under (i), (ii) or (iii) above. With respect to any Products not manufactured by NEORig, only the patent indemnity given by the manufacturer thereof shall apply. The foregoing patent indemnity shall not apply to the four (4) excluded causes as per Article 16.3.

16.5. The rights and obligations of the Parties with respect to the patents or any other intellectual property rights are solely and exclusively as stated herein.

#### 17. CONFIDENTIAL INFORMATION

17.1. Customer acknowledges that the successful operation of the Products may require repair or maintenance work or the like by NEORig's authorized representatives who possess valuable and confidential information, data, and know-how relating to the manufacture, tolerances, capabilities and operation of the Products ("Confidential Information"). The Confidential Information was acquired by NEORig after many years of effort and after significant expenditures of money. Customer also acknowledges that any disclosure of the Confidential Information to any third party may cause substantial damage to NEORig. Therefore, Customer agrees that any repair or maintenance work or the like performed by NEORig or its authorized agent at Customer's locations will be done only under circumstances where the Confidential Information is, in NEORig's sole determination, adequately protected.

17.2. Unless expressly agreed in writing by NEORig, all drawings, designs, specifications, plans and particulars of weights and dimensions submitted by NEORig are indicative only and NEORig shall not be liable for any deviation therefrom.

17.3. Without prejudice to NEORig's exclusion of liability for the accuracy or correctness of NEORig of any information submitted by NEORig (including drawings, designs or specifications), NEORig accepts no responsibility for any errors, omissions or other defects in any drawings, designs or specifications not prepared by NEORig, and Customer shall indemnify NEORig against any Claim arising out of the drawings, designs, specifications, plans or other information supplied by or on behalf of Customer.

17.4. NEORig reserves the right at any time to change or modify the design and construction of the Products. This right shall not impose any obligation on NEORig to install or implement such changes or modifications on any Product(s) previously or subsequently sold to Customer.

#### 18. DEFAULT

18.1. NEORig has the immediate right to terminate the Agreement by giving written notice to Customer in the event that Customer breaches any obligation hereunder, or if Customer experiences any of the following events: dissolution, insolvency, filing of a voluntary petition in bankruptcy, adjudication as a bankrupt, appointment of a receiver, trustee or guardian for its business, or an assignment for the benefit of creditors.

18.2. If Customer should on its part fail to observe or fully comply with any of its obligations contained herein, NEORig shall be at liberty to sell or otherwise dispose of the Product(s) in such manner as it deems fit. Any deficiency in price which may result in and all expenses attending a resale or attempted resale of such Product(s) shall be paid by Customer and recoverable from Customer by NEORig as damages. Any increase in price on resale shall belong to NEORig.

#### 19. GOVERNMENTAL AUTHORIZATIONS

19.1. Customer shall be responsible for the timely obtaining of any required authorizations, permits or licenses required for the performance hereof, such as import licenses, exchange permits or any other governmental authorizations, even though any such authorization may be applied for by NEORig. As may be required, an export license shall be obtained. Customer and NEORig shall assist each other in every manner reasonably possible in securing such authorizations as may be required. NEORig shall not be liable if authorization is delayed, denied, revoked, restricted or not renewed and Customer shall not be relieved thereby of its obligation to pay NEORig.

19.2. Any sale hereunder shall at all times be in strict conformity with respect to all relevant export control laws and regulations, including but not limited to, as applicable, the European Union, Canada and the United States Government. Therefore, pursuant to said applicable laws and regulations, Customer agrees that it shall not make any disposition, by way of trans-shipment, re-export, diversion or otherwise, of the Products purchased from NEORig, except as said laws and regulations may expressly permit, and that no such disposition or transfer will be made other than to the ultimate Country of designation specified on Customer's Order and/or as declared as the country of ultimate destination/use on NEORig's invoice.

19.3. Notwithstanding anything herein to the contrary, any act intended to be performed under the Agreement (or failure to act) by NEORig shall be in compliance with the

applicable trade/export control laws and regulations, and the performance hereof is subject to the foregoing. Customer acknowledges that NEORig shall determine whether the export of the Products, are compliant with applicable trade/export regulations, and in case of determination to the contrary, the Parties shall seek in good faith to find a mutually acceptable solution to minimize such adverse effects. In the absence of a mutually acceptable solution, each Party or its affiliated companies, reserves the right to terminate the Agreement, and the other Party agrees that it shall have no legal cause of action, and hereby waives any right to assert the same.

19.4. In the event that at the time when this Agreement comes to existence or any moment thereafter, any laws, regulations or restrictions of any kind imposed by any government or any organization of which a government is a member, substantially adversely affect a Party or its affiliated companies as a direct result of the performance of the Agreement, the Parties shall seek in good faith to find a mutually acceptable solution to minimize such adverse effects. In the absence of a mutually acceptable solution, each Party or its affiliated companies, reserves the right to terminate the Agreement, and the other Party agrees that it shall have no legal cause of action, and hereby waives any right to assert the same.

#### 20. FORCE MAJEURE

20.1. Neither Party shall be liable to the other for any delay in the performance, or non-performance, of its obligations hereunder if said delay or nonperformance is caused by Force Majeure. As used hereunder, "Force Majeure" shall mean any event which is unforeseeable, beyond the control of the Party affected, and cannot be remedied by the exercise of reasonable diligence, including without limitation act of God, war (declared or undeclared), terrorist attack, riot, trade dispute, labor disturbance, epidemic, accident, breakdown of plant or machinery, fire, flood or adverse weather conditions.

20.2. If the performance of either Party's obligations is so prevented, hindered or delayed for more than thirty (30) days, either Party may terminate this Agreement with immediate effect by giving written notice to the other. For the avoidance of doubt, Force Majeure shall not entitle Customer to avoid or delay making payment to NEORig.

#### 21. MISCELLANEOUS

21.1. All quotations of NEORig are subject to change at any time prior to acceptance of Customer's Order, and expire thirty (30) days from the date thereof.

21.2. Notices shall be served at the addresses identified on the Form of Agreement, and shall be deemed received upon actual receipt.

21.3. It is the express intent of the Parties that (i) any person or entity which is or becomes a member of either Party Group is a third party beneficiary hereunder and as such, has the same rights as accorded under the indemnity provisions to the Party of which it is a Group member, and (ii) the Party to which an indemnity is granted herein is deemed to act as agent on behalf of the members of its Group for the limited purpose of extending the benefits of the indemnity provisions to its Group.

21.4. Any provision or term of this Agreement which is or may be void or unenforceable shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect any other provision of this Agreement.

21.5. Failure by either Party to exercise or enforce any rights under this Agreement shall not be deemed to be a waiver of any such rights nor operate so as to bar the exercise or enforcement of such rights at any later time or times.

21.6. Customer's acceptance of these General Terms and Conditions has been not induced by any representations, statements, warranties, or agreements other than those herein expressed. This Agreement constitutes the entire agreement between the Parties, and supersedes any previous agreements or understandings, oral or written, relating to the subject matter hereof.

21.7. NEORig may assign, license or subcontract to any of its Affiliates all or any part of its rights and obligations under this Agreement without Customer's consent. Customer may not assign or in any way dispose of its rights or obligations under this Agreement without the prior written consent of NEORig.

21.8. All headings are for ease of reference only and shall not affect the construction of this Agreement. References to the singular shall include the plural and vice versa. References to the term "including" shall be construed as "including without limitation".

21.9. The provisions of the Agreement which are intended to survive the termination or expiry of the Agreement (including, without limitation, those of Articles 7-9) shall remain in full force and effect after said termination or expiry.

21.10. In the event of any conflict between the English text of this Agreement and any translation into other languages, the English text shall prevail.

21.11. This Agreement shall be governed by, and construed in accordance with, the United States of America and the State of Texas. Any dispute which cannot be settled amicably shall be resolved by arbitration under the rules of arbitration of the International Chamber of Commerce. The venue shall be: Houston, USA. The English language shall be used through arbitral proceedings, and the award shall be final and binding upon the Parties.