

STURTEVANT, INC.

TERMS AND CONDITIONS

April 16, 2013

1. DEFINITIONS:

a. "Contract" shall mean these Terms and Conditions and the proposal issued by Sturtevant to Purchaser and attached hereto, as either or both may be amended from time to time.

b. "Equipment" shall mean all equipment, parts, materials, and other items to be provided by Sturtevant under the Contract.

c. "Purchaser" shall mean the Purchaser and its representatives and agents.

d. "Sturtevant" shall mean Sturtevant, Inc., a Massachusetts corporation.

e. "Work" shall mean all services to be performed by Sturtevant pursuant to the Contract.

2. CONTROLLING TERMS AND CONDITIONS:

a. The Contract constitutes the entire agreement between Purchaser and Sturtevant. Any terms or conditions contained in any prior agreement between the parties or arising from trade usage or course of dealing that are additional to or different from the terms and conditions of the Contract are hereby expressly rejected.

b. The Contract may only be amended by a written agreement signed by each of the parties hereto. No waiver of any of the provisions of the Contract shall be binding upon either party unless signed by duly authorized representatives of each of the parties. Waiver of a particular provision or instance shall not operate as a waiver of any other provision or instance, and failure to exercise a right under the Contract shall not constitute a waiver of that right.

c. It is hereby declared and agreed by Purchaser that it has entered into the Contract, relying on its own knowledge of the subject matter, the representations and warranties made by Sturtevant in the Contract relating to Equipment, and the specifications for each item of Equipment as provided in Sturtevant's published documentation on the date the order for that Equipment was placed. Purchaser hereby expressly waives any and all claims for damages or for cancellation of the Contract because of any representation, warranty, or specification not expressly identified in the preceding sentence, and Sturtevant is under no legal obligation of any kind in respect to any other alleged inducements, promises, representations, or terms.

d. Section headings are provided for convenience and are not to be used in construing the Contract.

3. ASSIGNMENT:

Neither party shall assign the Contract or any benefits arising therefrom without prior written consent of the other party, except that Sturtevant may, without the consent of the Purchaser, assign the Contract to its successor in interest as the result of a merger, consolidation, or sale of all or substantially all of its business, and Sturtevant may subcontract any portion of the Work under the Contract to any of its affiliates. In the event that Sturtevant consents to any assignment by Purchaser, the rights of any assignee shall be subject to all set-offs, counterclaims, and other rights of Sturtevant arising hereunder, and Purchaser shall remain fully responsible for the performance by its assignee of all terms and conditions of the Contract.

4. ENGINEERING AND DRAWINGS:

a. Purchaser shall furnish Sturtevant with all information, instructions, and drawings that are requisite to the execution of the Work, and Sturtevant shall be entitled to rely on such information in the performance of the Contract.

b. Sturtevant assumes no responsibility for the adequacy of any design provided by Purchaser or for the conformance of that design to the requirements of any third party.

c. Sturtevant shall submit general arrangement or assembly drawings for Purchaser's approval where expressly provided herein. Once Purchaser has approved such drawings, Sturtevant shall not be liable for any difficulty in installing, or any inability to install, the Equipment as set forth in such drawings or the inability of such Equipment to work with any equipment that is not furnished by Sturtevant.

d. Unless otherwise specified in the Contract, Sturtevant will furnish two copies of drawings and pertinent instructions required for installation and operation of the Equipment. Additional copies shall be made available for a nominal fee.

e. All engineering, drawings, designs, specifications, diagrams, plans, reports, charts, schematics, processes, technical data, instructions, manuals, cost estimates, and pricing furnished by Sturtevant (collectively, together with all reproductions thereof, "Proprietary Data") are and shall remain the property solely of Sturtevant. Use of Proprietary Data by Purchaser is limited to the purposes set forth in the Contract. Purchaser shall treat such Proprietary Data as confidential and shall not disclose the same to third parties without the prior written consent of Sturtevant.

5. CHANGE ORDERS:

Subject to the provisions of the Contract and of this Section 5, Purchaser may make changes, within the general scope of Work under the Contract, by giving Sturtevant written notification in a change order. Within a reasonable time after receipt of such change order, Sturtevant shall submit to Purchaser the adjustment to the contract price, delivery schedule, and performance requirements under the Contract and Purchaser shall be deemed to have agreed to such adjustments as an amendment to this Contract unless Purchaser shall notify Sturtevant in writing within five business days of its receipt of such adjustments of its objections thereto, in which event, the change order shall be deemed null and void and of no further force nor effect. In order to avoid incurring any additional costs or irrevocably altering any Equipment before the parties are in agreement, upon receipt of a change order Sturtevant may, without liability, cease any Work that would be affected by such change order until Sturtevant's resulting adjustments have been accepted or rejected by Purchaser (either expressly or by expiration of the five-day notice period described above).

6. EQUIPMENT CHANGES:

Sturtevant reserves the right, at any time, to make such changes in design, manufacture, assembly, arrangement, or components of Equipment as shall, in its judgment, constitute an improvement; provided, however, that Purchaser shall not be responsible for any increase in the costs of such Equipment or of its installation or erection that is directly caused by any such changes.

7. TAXES:

All prices quoted herein are exclusive of all sales, use, value added, excise, import, privilege, personal property, and other taxes or duties occasioned by the manufacture, shipment, sale, lease, possession, ownership, or use of Equipment, which shall be paid by Purchaser.

8. TITLE AND RISK OF LOSS:

Unless expressly provided otherwise in the Contract, title to Equipment shall pass to Purchaser only upon receipt of payment in full by Sturtevant. All Equipment is shipped F.C.A., in accordance

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with Incoterms 2010 ("F.C.A."). Sturtevant shall deliver the goods, cleared for export, to the designated carrier agreed upon by the parties. If delivery of the Equipment occurs at any location other than Sturtevant's business locations, Sturtevant shall not be responsible for unloading the Equipment. If the Purchaser nominates a person other than a "carrier," as defined under F.C.A., to receive the Equipment, Sturtevant shall be deemed to have fulfilled its obligation to deliver the Equipment when the Equipment is delivered to the "non-carrier" person nominated by the Purchaser.

9. CONSULAR FEES:

If instructed in writing, Sturtevant will make arrangements at Purchaser's expense for consular documents and declarations as agent of Purchaser, provided that Sturtevant shall not be liable for any delay or loss that arises in connection with any such arrangement that is made in a commercially reasonable manner by Sturtevant.

10. EXPORT RESTRICTIONS:

a. Export of certain Equipment may be restricted under the Export Administration Regulations, 15 C.F.R. pts. 730-774 (the "EAR"), which requires a license to export to certain destinations, individuals, and entities. Purchaser represents and warrants that it has fully and accurately disclosed to Sturtevant the shipping route, final destination, ultimate user, and ultimate use for each unit of the Equipment, and that it, as a potential re-exporter of the Equipment, shall at all times comply with all requirements of the EAR.

b. If Sturtevant is reasonably unable to obtain any license under the EAR that is necessary for Sturtevant to deliver any Equipment, the Contract shall immediately terminate as to such Equipment without liability on the part of either party, and Sturtevant shall immediately provide notice to Purchaser of such termination.

11. SERVICES:

If installation, erection, or advisory services are specified in the Contract as being provided by Sturtevant, such services shall be governed by Sturtevant's current rates, and Terms and Conditions of Service, which are incorporated herein by reference. In all other instances, Equipment shall be erected, installed, and serviced by Purchaser at Purchaser's expense.

12. SAFETY DEVICES/INDEMNITY:

a. Sturtevant shall not be required to furnish or be responsible for any safety devices, or compliance with any safety laws, codes, or regulations except as otherwise expressly provided for herein. Purchaser shall install, operate, and maintain the Equipment in accordance with all applicable safety laws, codes, and regulations.

b. To the extent permitted by law, Purchaser agrees to defend, indemnify, and hold harmless Sturtevant and the officers, directors, stockholders, agents, and employees thereof against any and all losses, damages, expenses (including attorneys' fees), liabilities, claims, demands, suits, and causes of action that relate to or arise out of any breach by Purchaser of Section 12(a).

13. RETURNED EQUIPMENT:

Equipment may not be returned without prior written authorization by an officer of Sturtevant. If Equipment is returned for any reason other than warranty service, such Equipment will be subject to a handling charge, a restocking charge, and transportation costs, which shall be paid by Purchaser.

14. CHANGED CIRCUMSTANCES:

a. Scheduled delivery dates shall be extended for delays occasioned by any cause beyond Sturtevant's reasonable control,

including, without limitation, governmental actions or orders; embargoes; defective materials; default or delay of material suppliers; delays in transportation; labor disputes; fires and floods; inability to obtain fuel, labor, or materials; riots; acts of God; and other such causes that delay performance by Sturtevant or any of its suppliers or subcontractors.

b. Equipment on which manufacture or delivery is delayed due to any cause attributable to Purchaser may be placed in storage by Sturtevant, at Purchaser's cost and risk, and regular charges therefor and expenses in connection therewith shall be paid by Purchaser. Alternatively, Purchaser may, by written notice to Sturtevant, elect to promptly provide or arrange for suitable storage facilities and assume all costs and risks in connection therewith.

c. In the event that changes in current codes, rules, laws, or regulations increase Sturtevant's cost or time of performance, Sturtevant shall be entitled to an equitable adjustment of the Contract price and delivery schedule; provided, however, that Sturtevant first notifies Purchaser and obtains Purchaser's approval. In the event that Purchaser notifies Sturtevant within thirty days of the date of any such notice of Purchaser's election not to approve the adjustments identified in such notice, then (i) Sturtevant shall immediately terminate any remaining work on any Equipment and cancel delivery of all unshipped Equipment, and (ii) the Contract shall then terminate in accordance with Section 21.

15. PATENT INDEMNITIES:

Sturtevant agrees, to the extent the design of Equipment is not furnished or expressly specified by Purchaser, to indemnify and defend, on behalf of Purchaser, any action or suit for an infringement of patent rights or for royalties under patents in the United States relating to Equipment manufactured by Sturtevant; provided that, Purchaser promptly notifies Sturtevant in writing of any such claims and of the institution of any and all suits or proceedings based thereon. Sturtevant shall have the right to settle, compromise, or defend, at its expense, any and all suits or actions at law that may be brought against Purchaser for said claims for infringement or royalties. Purchaser shall permit Sturtevant through its counsel to control the defense of any suit or action and shall give Sturtevant all necessary information, assistance, and authority to enable it to do so. Sturtevant's liability to Purchaser in any event shall be limited to accepting the return of infringing Equipment and refunding the Contract price of any part therefor that may have been paid or, at Sturtevant's option, making any modifications necessary to eliminate such claims or infringements within the above defined area of liability.

16. LIMITED WARRANTY:

a. Subject to the limitations and conditions set forth in the Contract, Sturtevant warrants Equipment of its manufacture to be free from defects in material and workmanship for a period of one year from date of shipment, provided that such Equipment is properly installed, maintained, and operated under normal conditions and in accordance with any specifications that may be provided by Sturtevant. This limited warranty extends only to the original Purchaser of the Equipment. This limited warranty is conditioned upon receipt by Sturtevant of written notice of any defect within ten days of its discovery by Purchaser, with such written notice to include a reasonable description of the defect. Upon receipt of the written notice, Sturtevant and Purchaser shall agree upon a reasonable time and date for Sturtevant to inspect the Equipment to verify any defects. Purchaser agrees to provide Sturtevant with reasonable access to the Equipment during normal business hours to inspect the Equipment for any defects. If Sturtevant determines that

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the Equipment is defective, Sturtevant shall have the option to (i) fix the defective Equipment so that it is free from defects in material and workmanship, (ii) replace the defective Equipment, or (iii) refund the Purchaser the purchase price of the defective Equipment. Sturtevant replacement parts under subsection (ii) herein may be new or equivalent to new. Sturtevant's obligations hereunder are conditioned upon the return of any defective Equipment to Sturtevant in accordance with its return policies, as may be amended from time to time. This limited warranty does not apply to damage to Equipment resulting from ordinary wear and tear, corrosion, erosion, chemical or abrasive action, excessive heat, improper lubricating oil, improper or extended storage prior to start-up, misuse, abuse, accident, improper maintenance, or application outside the design limitations of said Equipment.

b. Repairs, replacements, or modifications made by Purchaser to Equipment without Sturtevant's prior written consent shall terminate the warranty provided under this Section 16. No allowance will be granted for any repairs or alterations made by Purchaser without Sturtevant's prior written consent.

c. Equipment furnished by Sturtevant, but manufactured by others, is warranted only to the extent of the original manufacturer's warranty to Sturtevant.

d. No person, agent, representative, or dealer is authorized to give any warranties on behalf of Sturtevant nor to assume for Sturtevant any liability or obligation in connection with the Equipment, the Work, or any other Sturtevant product.

e. The warranties set forth in the Contract shall be exclusive, in lieu of, and exclude all other warranties, except warranty of title. STURTEVANT EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY, AT LAW, OR IN EQUITY, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE THAT EXCEED THE AFORESAID OBLIGATIONS ARE HEREBY DISCLAIMED BY STURTEVANT AND EXCLUDED FROM THE CONTRACT.

17. REMEDIES:

Subject to the limitations of warranty and of liability contained herein, Sturtevant agrees to repair or, at its option, replace, F.C.A. original point of shipment, any Equipment that proves, during the warranty period and under the conditions set forth in Section 16, to be nonconforming or to contain defective material or workmanship.

18. BACKCHARGES:

Sturtevant shall not pay or be liable for any backcharges for field correction unless prior written consent to the corrective procedures and of the cost thereof has been given by Sturtevant.

19. DELIVERY SHORTAGES:

Claims for shortage in delivery will not be considered unless made in writing to Sturtevant within ten business days after receipt of the Equipment, accompanied by reference to Sturtevant's sales order, bill of lading, and factory order numbers.

20. TERMS OF PAYMENT:

a. Unless other terms have been agreed upon in writing by the parties, progress payments as specified in Sturtevant's proposal are due and payable as shipments are made under such financial guarantee of payment as Sturtevant may require. If shipment is delayed through no fault of Sturtevant, the date on which the Equipment or part thereof is ready for shipment shall be deemed to be the date of shipment for purpose of payment.

b. Terms of payment are subject to Sturtevant's approval at the time the order is accepted and again prior to delivery. In the event that, in Sturtevant's judgment, Purchaser's credit position has changed after the date hereof, Sturtevant reserves the right to refuse to deliver except for cash or other arrangement agreeable to Sturtevant without being liable for nonperformance of the Contract either in whole or in part.

c. Invoices are payable in accordance with the terms of payment described above. In the event that Purchaser claims discrepancies exist in invoices, full payment of the invoices are due and payable within the prescribed times, with adjustment for proven discrepancies to be made as soon as practicable thereafter.

d. If any payment is not made within the specified time, interest thereon will be computed and charged monthly at the prime rate set by Citibank, N.A., New York, NY, or at the maximum legal rate permitted, whichever is lower, and shall be due and payable by Purchaser. Notwithstanding the foregoing, Purchaser shall have five business days following notice from Sturtevant to cure any breach of this Section 20(d).

e. If Purchaser fails to fulfill the terms of payment or other terms or conditions hereof, Sturtevant may, at its option, cease performance, defer further shipments to Purchaser, or cancel the undelivered balance of the Contract and all other Purchaser's contracts then unfilled. Sturtevant reserves the right in the event of Purchaser's default to reclaim at Purchaser's cost any Equipment that has been delivered to Purchaser. All rights of Sturtevant shall be cumulative and in addition to any other rights conferred by law.

21. TERMINATION:

It is understood and expressly agreed that in the event of termination of the Contract for any reason, Purchaser shall pay to Sturtevant, as liquidated damages and not as a penalty, the sum of (a) twenty-five per cent (25%) of the purchase price; (b) the cost, including profit on any such cost at twenty-five per cent (25%), of all material and Work performed by Sturtevant to the date of termination; (c) any cancellation charges incurred by Sturtevant from its suppliers; and (d) any costs incurred in bringing the work to an orderly conclusion. The parties acknowledge that the foregoing liquidated damages are reasonable and appropriate, in particular due to the difficulty of measuring the economic loss that would be sustained by Sturtevant.

22. LIABILITY:

a. It is expressly agreed that the Contract sets forth the sole and exclusive remedies available to the parties and that Sturtevant's liabilities are limited as set forth herein. Sturtevant has not granted or assumed any other warranties, guarantees, duties, liabilities, or obligations, whether express, implied, statutory, at law, or in equity.

b. Sturtevant shall under no circumstances be liable for special, incidental, exemplary, or consequential damages (hereafter referred to collectively as "consequential damages"), including, but not limited to, loss of profits, anticipated revenue, interest, or use; loss by reason of plant shutdown; nonoperation; cost of substitute equipment, facilities, or services; additional usage of fuel or utilities; costs incurred in removing defective or nonconforming Equipment and reinstallation of conforming Equipment; delays in installation of the Work or completion of any project in which the Equipment is being installed, or other such claims arising from any cause whatsoever, whether or not such loss or damage is based in contract, warranty, tort (including negligence), strict indemnity, or otherwise.

c. Sturtevant's maximum aggregate liability for loss or damage arising under, resulting from, or in connection with the

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Contract, whether such liability arises from any one or more claims or actions for breach of contract, tort (including negligence), delayed completion, warranty, indemnity, strict liability, or otherwise, unless otherwise limited by the terms hereof, shall be limited to 100% of the Contract price (in the event the Contract provides for the furnishing of more than one unit of Equipment, the Contract price shall be deemed to mean the unit price specified therefor in the Contract, or, if none is specified, a proportional part of the price stipulated for all such units), whether such sum is expended in repair, replacement, other corrective action, liquidated damages, refund of the Contract price, or any such remedy as may be provided.

23. GOVERNING LAW AND FORUM:

The Contract shall be governed by and construed in accordance with the laws and enforced solely in the courts of the Commonwealth of Massachusetts, U.S.A., without regard to the conflict of laws provisions thereof, and the parties hereby expressly submit to the jurisdiction of such courts.