

ROBBINS MANUFACTURING CO., INC. ("SELLER")
TERMS AND CONDITIONS OF SALE

1. **ACCEPTANCE.** Any quotation by Seller on the face hereof or on any attachment hereto is merely an invitation for an offer from potential customer(s). All resulting customer offers (orders) are thus subject to acceptance at Seller's offices before any contract is formed. In case of any inconsistency between these Terms and other provisions of the Agreement, such other provisions shall prevail. Buyer expressly waives all provisions contained in any of Buyer's correspondence or forms involved in this sale which negate, limit, extend or conflict with the Agreement. Buyer agrees that it has not been induced to enter into this Agreement by any oral or written representation, guaranty or warranty made by Seller, its employees, agents or representatives other than as expressly set out in this Agreement. Seller rejects all terms proposed in Buyer's acceptance of Seller's offer which add to, vary from, or conflict with the terms of the Seller. Such proposed terms by Buyer shall be void and only Seller's terms shall constitute the complete and exclusive statement of terms and conditions of any contract between the parties. Seller's terms may only be modified by a written instrument signed by the authorized representative of both parties.

2. **LIMITED WARRANTIES. THERE ARE NO UNDERSTANDINGS, TERMS, CONDITIONS OR WARRANTIES NOT FULLY EXPRESSED HEREIN.** Seller warrants title to and freedom from encumbrance of the products sold hereunder. There are no warranties, express or implied, with respect to products sold hereunder which are misused, abused or operated on mechanical equipment improperly designed or maintained or which are used, supplied for use or made available for use in any nuclear application of which Seller has not been notified in writing by Buyer at the time of Buyer's offer for the products sold hereunder. SELLER MAKES NO OTHER WARRANTY WHATEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE WHICH EXCEED OR DIFFER FROM THE WARRANTIES HEREIN EXPRESSED ARE DISCLAIMED BY SELLER AND EXCLUDED FROM THIS AGREEMENT.

3. **LIMITATION OF BUYER'S REMEDIES.** Except as further specifically limited by paragraph 6 below, Seller's liability hereunder shall be limited to the obligation to repair or replace products proven to have failed to meet the specification or to have been defective in quality or workmanship at the time of delivery, or allow credit therefor, at its option. Seller's total cumulative liability in any way arising from or pertaining to any product sold or required to be sold under this contract shall NOT in any case exceed the purchase price paid by Buyer for such product. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR COMMERCIAL LOSS, CLAIMS FOR LABOR, OR CONSEQUENTIAL DAMAGES OF ANY OTHER TYPE. IT IS EXPRESSLY AGREED THAT BUYER'S REMEDIES EXPRESSED IN THIS PARAGRAPH ARE BUYER'S EXCLUSIVE REMEDIES.

4. **LIMITATION OF LIABILITY FOR FAILURE OR DELAY IN DELIVERY.** IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CLAIMS FOR LABOR OR FOR ANY CONSEQUENTIAL OR ANY OTHER DAMAGES RESULTING FROM FAILURE OR DELAY IN DELIVERY. NO DELIVERY DATES ARE GUARANTEED. All delivery dates are estimates only and Seller reserves the right to and may revise delivery dates.

5. **FORCE MAJEURE.** In any event and in addition to all other limitations stated herein, Seller shall not be liable for any act, omission, result or consequence, including but not limited to any delay in delivery or performance, which is (i) due to any act of God, the prior performance of any government order, any order bearing priority rating or order placed under any allocation program (mandatory or voluntary) established pursuant to law, local labor shortage, fire, flood, or other casualty, governmental regulation or requirement, shortage or failure of raw material, supply, fuel, power or transportation, breakdown of equipment, or any cause beyond Seller's reasonable control whether of similar or dissimilar nature than those above enumerated, or (ii) due to any strike, labor dispute, or difference with workmen, regardless of whether or not Seller is capable of settling any such labor problem.

6. **NUCLEAR APPLICATION EXCLUSION.** It is expressly understood and agreed that Buyer will not use, cause to be used or make available for use the product(s) described on the face hereof in any nuclear application including, but not limited to, use in connection with any nuclear reactor, any nuclear power generating system or any nuclear waste (or spent fuel) disposal project, unless written notice of the specific proposed or intended nuclear application has been given to Seller at the time of Buyer's offer for the product(s). Unless such notice has been given, any subsequent nuclear application of the product(s) is wholly unauthorized and shall be deemed to be unknown to, unforeseeable to and unintended by Seller. UNLESS SUCH NOTICE HAS BEEN GIVEN, BUYER SPECIFICALLY AGREES THAT, AS TO NUCLEAR APPLICATION, THE PRODUCT(S) FURNISHED BY SELLER ARE FURNISHED WITHOUT ANY WARRANTIES WHATEVER, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IT IS FURTHER SPECIFICALLY AGREED THAT BUYER WAIVES ALL REMEDIES AND ANY CLAIM, INCLUDING ANY STATUTORY OR COMMON-LAW CLAIM FOR CONTRIBUTION OR INDEMNIFICATION, AGAINST SELLER WITH RESPECT TO ANY NUCLEAR APPLICATION OF THE PRODUCT(S) FOR WHICH SUCH NOTICE HAS NOT BEEN GIVEN.

7. **PASSAGE OF TITLE.** Title to the products sold hereunder shall pass upon delivery to the carrier at the point of shipment. Neither Buyer nor the consignee shall have the right to divert or reassign such shipment to any destination other than specified in the bill of lading without permission of the Seller. Unless otherwise agreed Seller reserves the right to select the mode of transportation.

8. **PAYMENTS.** If Buyer shall fail to comply with any provision or to make payments in accordance with the terms of this contract or any other contract between Buyer and Seller, Seller may at its option defer shipments or, without waiving any other rights it may have, terminate this contract. All deliveries shall be subject to the approval of Seller's Credit Department. Seller reserves the right before making any delivery to require payment in cash or security for payment, and if Buyer fails to comply with such requirement, Seller may terminate this contract.

9. **TRANSPORTATION CHARGES.** Delivered prices or prices involving competitive transportation adjustment shall be subject to appropriate adjustment to reflect changes in transportation charges.

10. **CLAIMS BY BUYER.** Claims by Buyer must be made within 60 days of receipt of shipment, which Buyer and Seller agree is a reasonable time, or Buyer's claims shall be barred. In addition, Seller must be given an opportunity to investigate the claim before Buyer disposes of the material, or else Buyer's claim will be barred. Seller shall incur no liability for damage, shortages, or other cause alleged to have occurred or existed at or prior to delivery to the carrier unless Buyer shall have entered full details thereof on its receipt to the carrier. Seller will not accept returns for credit without written authorization. Seller will not authorize any return before Buyer submits his claim in writing, giving detailed reasons for his request for return and submitting samples for Seller Quality Assurance review.

11. **PERMISSIBLE VARIATIONS.** The products sold hereunder shall be subject to Seller's standard manufacturing variations, tolerances and classifications.

12. **TECHNICAL ADVICE.** Seller shall not be responsible for the results of any technical advice in connection with the design, installation or use of the products sold hereunder.

13. **TAXES.** No tax imposed in respect to the sale of the products sold hereunder is included in any quotation by Seller. Any such tax shall be added to and paid by Buyer as part of the purchase price.

14. **BUYER'S RIGHT OF TERMINATION.** Buyer may terminate this contract in whole or in part upon notice in writing to Seller. Seller shall thereupon, as directed, cease work and transfer to Buyer title to all completed and partially completed products and to any raw materials or supplies acquired by Seller especially for the purpose of performing this contract and Buyer shall pay Seller the sum of the following: (1) the contract price for all products which have been completed prior to termination, (2) the cost to Seller of the material or work in process as shown on the books of Seller in accordance with the accounting practice consistently maintained by Seller plus a reasonable profit thereon, but in no event more than the contract price; (3) the cost f.o.b. Seller's plant of materials and supplies acquired especially for the purpose of performing this contract; and (4) reasonable cancellation charges. The provisions of this paragraph shall be without prejudice to the rights of either party for failure on the part of the other party to comply with the provisions of this contract.

15. **SELLER'S RIGHT OF TERMINATION.** If this contract is made in compliance with any governmental rule or regulation, plan, order or other directive, upon the termination thereof Seller shall have the option of cancelling its contract in whole or in part.

16. **WAIVER.** Failure or inability of either party to enforce any right hereunder shall not waive any right in respect to any other or future rights or occurrences.

17. **PRICES AND TERMS.** Prices are subject to change without notice and price in effect at time of shipment will prevail. All prices are FOB Seller's plant in Fall River, Massachusetts and exclude packing, storage, freight, insurance charges, testing, inspection fees, use occupation license, excise and other taxes in respect of manufacture, sale or delivery, all of which shall be paid by the Buyer unless, in the case of sales tax, a proper exemption certificate is furnished. Payment is in U.S. dollars. Payment terms are contained on the reverse side.

18. **QUANTITIES.** Buyer recognizes that Seller may not be able to ship exact quantities ordered. Seller reserves the right to overship or undership by ten percent (10%) of quantities ordered.

19. **CONFLICTING PROVISIONS OFFERED BY BUYER.** Any terms and conditions of any purchase order or other instrument issued by the Buyer, in connection with the subject matter of this document, which are in addition to or inconsistent with the terms and conditions expressed herein, will not be binding on Seller in any manner whatsoever unless accepted by Seller in writing.

20. **STATUTE OF LIMITATIONS.** Any action resulting from any breach on the part of the Seller as to the goods delivered hereunder, must be commenced within one (1) year after the cause of action arises.

21. **GENERAL.** Waiver by Seller of a breach by Buyer of any provision of this contract shall not be deemed a waiver of future compliance therewith, and such provision as well as other provisions hereunder, shall remain in full force and effect. Each provision of this contract is severable and in the event that anyone or more thereof may be declared invalid, the remainder of this agreement shall nevertheless remain in full force and effect. The rights and duties of the parties hereto shall be determined by the laws of the Commonwealth of Massachusetts, and to that end this agreement shall be construed and considered as a contract made and performed in the Commonwealth of Massachusetts.