

## KROHNE, Inc. Standard Terms and Conditions

### TERMS AND CONDITIONS

1. **ACCEPTANCE:** Orders shall be subject to and effective only upon acceptance by KROHNE, INC. (hereinafter referred to as "KROHNE"), in Beverly, Massachusetts, or in the office of a manufacturing affiliate. This proposal is limited to the quantities and items specifically mentioned therein and KROHNE can assume no responsibility for furnishing other equipment or material shown in any plan or specification.
2. **PRICES:** Prices are FOB Beverly, Massachusetts, unless otherwise specified in KROHNE's proposal, as specified herein, and shall remain in effect for thirty (30) days from the date of the proposal. Prices include packing for truck or air transportation; all other special packing will be at extra charge. The proposal may be withdrawn at any time prior to acceptance or may be extended beyond thirty (30) days when confirmed in writing by KROHNE.
3. **TAXES:** Liability for all taxes, licenses or other fees imposed by any municipal, state, or government authority upon the production, sale, shipment, and/or use of equipment or services covered by this proposal shall be assumed and paid for by the buyer and the buyer shall indemnify KROHNE against any such liability. Applicable sales and/or use taxes will be billed by KROHNE unless suitable exemption certificate is furnished by buyer at time of placing order.
4. **SHIPMENT:** Shipment shall occur upon delivery of the products or materials by KROHNE to a carrier at KROHNE'S factory. KROHNE shall attempt to make shipment within the time specified by KROHNE after its acceptance and/ or after the receipt of full data including approved certified prints. Buyer agrees to furnish complete shipping instructions to KROHNE within a reasonable period of time before the date such shipment is required to be made. KROHNE, however, shall not be responsible for any delay in manufacturing or delivery to a carrier arising out of acts of the public enemy, fire, flood or any disaster, labor dispute, delay in the supply of materials or parts thereof from ordinary sources, or any cause occurring without fault of KROHNE. KROHNE shall not be responsible for any damage which may occur during shipment, and no such damage shall relieve buyer of any obligations hereunder.

In no event shall KROHNE be liable for consequential damages and/ or penalties resulting from its failure to perform or delays in performing its obligations unless otherwise agreed in writing at the time of the acceptance of the order by an authorized KROHNE officer. KROHNE assumes no responsibility for delays arising out of the transportation of the products or materials.
5. **PAYMENT:** Unless otherwise specified in our proposal, payment terms are thirty (30) days net from date of KROHNE'S invoice. Upon KROHNE'S failure to receive payment as provided herein, in addition to any other remedies which KROHNE may have, KROHNE shall have the right and buyer will permit KROHNE to enter the premises where the equipment is installed and repossess equipment or products as to which full payment has not been received by KROHNE.
6. **CANCELLATION AND RETURN EQUIPMENT:** Orders may be cancelled by buyer only with KROHNE'S written consent and upon payment of reasonable and proper cancellation charges, including factory costs and expense incurred by KROHNE in carrying forward the order to the date of KROHNE'S agreement to terminate. If the order or any part thereof, has been shipped from the shipping point, the equipment shall be returned only when specifically authorize and credit for this returned equipment shall be determined by KROHNE after factory inspection.
7. **CREDIT WORTHINESS OF BUYER:** If at any time before shipment the financial condition of buyer becomes impaired, or unsatisfactory, to KROHNE, cash payment or satisfactory security may be required by KROHNE before shipment, and in the event of bankruptcy or insolvency of the buyer, or in the event any proceeding is brought by or against the buyer under the bankruptcy or insolvency laws, KROHNE shall be entitled to cancel any order then outstanding and shall be entitled to recover reasonable expenses and cancellation charges.
8. **TENDER:** In the event of failure or refusal of the buyer to accept delivery, no physical tender of the products by KROHNE shall be necessary, but written notice of KROHNE'S readiness and willingness to deliver any quantity of the product at any time specified shall be equivalent to physical tender thereof.
9. **CATALOG AND SPECIFICATION ILLUSTRATIONS:** The illustrations and engravings in KROHNE's catalogs and specification sheets are intended to show the general features of the product or materials, but KROHNE reserves the right to supply products and materials of latest design and construction.
10. **ASSIGNMENT:** No rights or obligations arising under this contract may be assigned or transferred by the buyer without the prior written consent of KROHNE.
11. **ENTIRE CONTRACT:** No acceptance by KROHNE of any order shall be deemed to be an acceptance of any provision of buyer's purchase order form. This writing constitutes the entire agreement and understanding between the buyer and KROHNE as of the date of acceptance by KROHNE and shall not be modified thereafter in any way except by writing executed by a person duly authorized by KROHNE to execute the same.
12. **WARRANTY:** Company guarantees its products to be free from defects in material and workmanship, under normal use and service, for a period of eighteen months from shipment or twelve months from start-up, whichever comes first, subject to the following limitations:
  - a) Where products and materials sold hereunder are used with attachments and/or modifications which have not been recommended or approved by KROHNE in writing, such use shall not be considered normal use and service under this guarantee and this guarantee shall not apply.
  - b) This guarantee does not extend to, and KROHNE assumes no liability for, consequential and /or secondary damages, or losses of any kind sustained directly or indirectly as a result of a defect in any product, material or installation. KROHNE shall in no event be liable in an amount exceeding the purchase price of the products and transportation charges thereon.
  - c) This guarantee extends only to the repair of any and all defective material, parts or assemblies which may be returned, with freight prepaid by the buyer, to KROHNE's factory for repair and returned therefrom at expense to the buyer unless otherwise arranged by both parties. KROHNE will supply replacement parts to the buyer upon receipt by KROHNE of the defective material or assemblies. KROHNE shall not be liable for the cost and expense of any repair or installation of replacement parts hereunder unless the same is accomplished under the direct supervision of KROHNE or pursuant to its written authority.
  - d) All products sold are guaranteed to function in accord with the current KROHNE product specification if installed and operated in strict accordance with accompanying installation manuals, but the buyer shall be solely responsible for determining suitability for use and KROHNE shall in no event be liable in this respect. KROHNE reserves the right to determine if products have been subject to misuse or misapplication beyond KROHNE'S specifications.
  - e) KROHNE makes no guarantee whatsoever with respect to equipment, material, or parts supplied or manufactured by others, and such equipment, materials or parts will be repaired or replaced only to the extent of the original supplier's or manufacturer's guarantee.

Dated: June1, 2018