

USON TERMS AND CONDITIONS FOR SALE OF PARTS AND SERVICES

1. DEFINITIONS

"Buyer" means the entity to which Seller is providing Parts or Services under the Contract.

"Buyer's Equipment" means Buyer's equipment on which the Services will be performed.

"Contract" means either the contract or the purchase order signed by parties for the sale of Parts and Services together with these terms and conditions and any other documents incorporated by reference.

"Confidential Information" means all information that is disclosed by the Disclosing Party and its affiliates to the Receiving Party and its affiliates in connection with the Work and is identified as "confidential" or "proprietary". Confidential Information does not include Information that: (i) is or becomes generally available in the public domain other than from disclosure by the Receiving Party, its representatives or its affiliates; (ii) is legitimately made available to the Receiving Party on a non-confidential basis from a third party; (iii) is independently developed by the Receiving Party; or (iv) is required to be disclosed by law, a valid legal process or a government agency (in which case the Receiving Party shall notify the Disclosing Party in advance so that the Disclosing Party may seek any appropriate protective order).

"Contract Price" means the price for the Work set forth in the applicable contract or purchase order.

"Hazardous Materials" means any toxic or hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, radioactive material, petroleum or petroleum-derived products or by-products, or any other chemical, substance, material or emission, that is regulated, listed or controlled pursuant to any national, state, provincial, or local law, statute, ordinance, directive, regulation or other legal requirement of the United States ("U.S.") or the country of the Site.

"Field Services" means technical advisory or field engineering services such as testing, adjustment, programming, inspections, calibrations, general leak test maintenance, troubleshooting and other similar services. Unless otherwise specified in the Seller's proposal, Field Services do not include supervision or management of Buyer's employees, agents, or other contractors.

"Part(s)" means all equipment, parts, materials, supplies, components, and other goods which Seller has contracted to supply to Buyer under the Contract.

"Repair Services" means service shop work performed in a service shop or at the Site, such as, but not limited to: machining; welding; soldering; grinding; bending; polishing; cleaning; inspection; disassembly, reassembly and machine tool work.

"Seller" means the entity providing Parts or Services under this Contract and its successors and permitted assigns.

"Services" means Field Services, Repair Services and any other services Seller has agreed to perform for Buyer under the Contract.

"Site" means the premises where the Buyer's Equipment is located.

"Software" means a computer program or compilation of data that is fixed in any tangible medium of expression, or any storage medium from which the program may be perceived, reproduced or otherwise communicated, either directly or with the aid of a machine or device, and shall include without limitation any of Seller's proprietary operating Software provided for the ordinary operation of Buyer's Equipment, any optional Software to enhance the operation of Buyer's Equipment, as well as any upgrades or revisions of this material provided by Seller.

"Work" means the supply of the Parts and/or the performance of the Services, and any corrective actions pursuant to the Seller's warranty obligations.

1. WARRANTY & SPECIFICATIONS; PRICING. All goods and services provided by Seller are warranted in accordance with the Warranty Statement attached hereto and incorporated herein by reference. ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND OTHER WARRANTIES OR REMEDIES SPECIFIED IN THE ORDER TERMS, SHALL BE INAPPLICABLE AND ARE HEREBY EXPRESSLY DISCLAIMED. Any custom specifications or requirements require a separate negotiated agreement. Offered prices are competitive with those offered for comparable goods and quantities under similar terms but are not guaranteed to be the lowest available. All prices are ExWorks and unless otherwise indicated in Seller's order confirmation exclude any applicable taxes, duties; freight, insurance; or similar charges or costs of installation, expediting, special packaging, or other services all of which, if paid or provided by Seller, will be invoiced to Buyer's account. Payment terms are calculated from date of invoice, subject to credit approval, and without discount or deduction unless mutually agreed.

2. PAYMENT, TAXES

2.1 Buyer shall pay Seller for the Parts and Services by paying all invoiced amounts in U.S. Dollars, without any deduction, retention, withholding or set-off for any payment from Seller not due under this Contract, within thirty (30) days from the invoice date. All prices are exclusive of taxes and Buyer shall be responsible for taxes imposed on sale of Parts or Services to Buyer, including sales, use, excise, value-added, works contract or other similar taxes or duties. For each calendar month, or fraction thereof, that payment is late, Buyer shall pay a late payment charge computed at the rate of 1.5% per month on the overdue balance, or the maximum rate permitted by law, whichever is less.

2.2 If Seller reasonably determines that Buyer's financial condition or payment history (including its failure to pay by the due date) does not justify continuation of Seller's performance, Seller may require payment security, and/or suspend or terminate the unperformed portion of the Contract, including Seller's warranty obligations.

3. DELIVERY, ACCEPTANCE, TITLE TRANSFER, RISK OF LOSS

3.1 Unless otherwise agreed, delivery to Buyer shall be Ex-Works. Incoterms 2010 shall apply. Seller will endeavor to deliver accepted orders promptly but will not be subject to penalties for delay. Partial deliveries are permitted. Seller may deliver Parts in advance of the delivery schedule. Delivery times are approximate and are dependent upon prompt receipt by Seller of all information necessary to proceed with the Work without interruption. Neither party will be liable for delay or non-performance due to causes beyond its reasonable control. All goods and services will be deemed accepted unless rejected in writing within ten (10) days following receipt. Seller will pay return shipping costs for products rejected consistent with the terms herein, but is not responsible for any other charges.

3.2 Title and risk of loss shall pass to Buyer, and amounts shall be payable to Seller, upon (a) delivery of the Parts or (b) invoicing by Seller for the Parts where Buyer is unable to accept delivery on the scheduled date. Notwithstanding the foregoing, Seller grants only a license, and does not pass title, for any software provided by Seller under this Contract, and title to any leased equipment remains with Seller.

3.3 When Buyer arranges the export or intercommunity shipment, Buyer will provide Seller evidence of exportation or intercommunity shipment acceptable to the relevant tax and custom authorities.

3.4 Title to Services shall pass to Buyer as performed.

If Repair Services are performed at Seller's repair facility, the following shall apply:

(i) Buyer shall be responsible for all actions and costs related to transporting the Buyer's Equipment to and from the Site and the Seller's repair facilities. Notwithstanding any other provisions in the Contract, including any reference to Incoterms, Buyer shall bear risk of loss for Buyer's Equipment during the term of the Contract, whether at the Site, the repair facilities or in transit to or from the repair facilities. Buyer shall be solely responsible for providing adequate insurance for the Buyer's Equipment during the term of the Contract.

(ii) Upon notification by Seller that the Repair Services have been completed, Buyer shall arrange for the removal of the Buyer's Equipment from the repair facilities within ten (10) days of such notification. Buyer shall reimburse Seller at Seller's then current storage rate for any additional days the Buyer's Equipment remains at the repair facilities.

4. EXCUSABLE DELAYS

Neither party shall have any liability or be in breach or default of its obligations under the Contract to the extent that its performance is delayed or prevented by any cause beyond its reasonable control (an "Excusable Delay"). If Seller is delayed by Buyer, its other contractors or suppliers, Seller shall also be entitled to an equitable price adjustment. The affected party shall notify the other party of any Excusable Delay. In no event will an Excusable Delay relieve either party of its obligation to make any payment hereunder when due. If any Excusable Delay extends for more than one hundred eighty (180) days and the parties have not agreed upon a revised basis for continuing the Work at the end of the Excusable Delay, including adjustment of the Contract Price, then either party (except where Excusable Delay is caused by Buyer, in which event only Seller) may, upon thirty (30) days' written notice, terminate the applicable purchase order with respect to any Part to which title has not yet passed, whereupon Buyer shall promptly pay Seller the termination charges specified in Seller's proposal for the Work.

5. COMPLIANCE WITH LAWS & DUAL USE

5.1 Seller will provide appropriate quality control, safety, testing, and inspection in accordance with its standard commercial practices, will comply with all laws and regulatory requirements applicable to its business, and will use commercially reasonable efforts to comply with Buyer's applicable safety, security, and supplier conduct requirements. Any additional compliance, quality, inspection, or other requirements referenced in the Order Terms shall be inapplicable unless specified in a separate negotiated agreement. Buyer is responsible for compliance with all laws and regulatory requirements applicable to its business and its use and/or disposition of Seller's goods and services, including applicable export control and anti-bribery laws and requirements.

5.2 If Seller Exports Parts outside the U.S. or European Union that are likely to be considered "dual use", Buyer shall, upon Seller's request, immediately provide Seller with an "End User Statement".

6. INDEMNIFICATION

6.1 **General Indemnity.** Buyer (the "Indemnifying Party") shall indemnify and hold harmless the Seller (the "Indemnified Party") from and against any loss or expense arising by reason of physical damage to the property of third parties or bodily injury, including death, of persons to the extent that such damage or injury results directly from the negligence of the Indemnifying Party or its subcontractors in relation to this Contract and to the extent the Indemnifying Party is liable to the third party or injured person under applicable law. If damage or injury is caused by the joint or concurrent negligence of the Parties, their officers, employees, agents, or subcontractors, these Parties shall bear the loss in proportion to their or their officers', employees', agents' or subcontractors' percentage of negligence. The indemnities provided in this Article shall apply only if the Indemnified Party gives the Indemnifying Party prompt notice of any claim and provides the Indemnifying Party all necessary information and assistance so that the Indemnifying Party may, at its option, defend or settle the claim.

7. LIMITATION OF LIABILITY

7.1 **NOTWITHSTANDING ANYTHING TO THE CONTRARY, SELLER'S AGGREGATE LIABILITY IN DAMAGES OR OTHERWISE FOR ANY AND ALL CAUSES SHALL NOT EXCEED THE PURCHASE PRICE PAID OR PAYABLE BY BUYER FOR THE APPLICABLE ORDER THAT GAVE RISE TO THE CLAIM. IN NO EVENT WILL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR OTHER INDIRECT LOSSES OR DAMAGES INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF INCOME, LOSS OF DATA, LOSS OF USE, BUSINESS INTERRUPTION OR LOSS OF CAPITAL, HOWEVER CAUSED, WHETHER FORESEEABLE OR NOT, AND EVEN IF ADVISED OF THE POSSIBILITY THEREOF. THESE LIMITATIONS WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER CONTRACT, TORT, STRICT LIABILITY, INDEMNIFICATION, OR OTHERWISE, AND NOTWITHSTANDING FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.**

7.2 SALE, TRANSFER, ASSIGNMENT TO THIRD PARTY. IF BUYER IS SUPPLYING PARTS TO A THIRD PARTY, OR USING PARTS AT A FACILITY OWNED BY A THIRD PARTY, BUYER SHALL INDEMNIFY AND HOLD SELLER HARMLESS FOR AND AGAINST ANY LIABILITY ARISING OUT OF CLAIMS MADE BY THE THIRD PARTY IN EXCESS OF THE LIMITATIONS AND EXCLUSIONS PROVIDED IN THIS CONTRACT.

7.3 BUYER'S PROPERTY. EXCEPT TO THE EXTENT SELLER HAS RESPONSIBILITY UNDER ARTICLE 6 (WARRANTY), BUYER WAIVES RIGHTS OF RECOVERY FOR LOSS OR DAMAGE TO THE PROPERTY OF BUYER.

7.4 LIMITATIONS TO PREVAIL. FOR THE PURPOSES OF THIS ARTICLE, THE TERM "SELLER" SHALL MEAN SELLER, ITS AFFILIATES, SUBCONTRACTORS AND SUPPLIERS OF ANY TIER, AND THEIR RESPECTIVE AGENTS AND EMPLOYEES, WHETHER INDIVIDUALLY OR COLLECTIVELY. THE LIMITATIONS IN THIS ARTICLE SHALL APPLY REGARDLESS OF WHETHER A CLAIM IS BASED IN CONTRACT, WARRANTY, INDEMNITY, EXTRA-CONTRACTUAL LIABILITY (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND SHALL PREVAIL OVER ANY CONFLICTING TERMS, EXCEPT TO THE EXTENT THAT SUCH TERMS FURTHER RESTRICT SELLER'S LIABILITY.

8. SUSPENSION, TERMINATION

Either party can terminate the Contract for material breach of the other party not cured in a reasonable period. Seller can suspend the Contract performance if Buyer fails to comply with any payment obligations under the Contract. Upon termination, Seller shall reimburse Buyer the difference between that portion of the Contract Price allocable to the terminated scope and the actual amounts reasonably incurred by Buyer to complete that scope and Buyer shall pay Seller for all Parts completed, lease fees incurred and Services performed before the effective date of termination. The foregoing are the sole and exclusive suspension and termination rights of the parties.

9. JURISDICTION & VENUE

Seller does not consent or agree to, and hereby expressly rejects, any provisions specifying jurisdiction or venue in any jurisdiction other than those in which it is now qualified to transact business.

10. CONFIDENTIALITY, INTELLECTUAL PROPERTY

10.1 Seller and Buyer (both as to information disclosed, a "Disclosing Party") may each provide the other (both as to information received, a "Receiving Party") with Confidential Information. The Receiving Party agrees: (i) to use the Confidential Information only in connection with this Contract and permitted use(s) and maintenance of the Equipment, (ii) to take reasonable measures to prevent disclosure of the Confidential Information, except to its employees, officers, agents or financing parties ("Representatives") (or those of its Affiliates) who have a need to know for the Receiving Party to perform its obligations under this Contract or to use and maintain the Equipment, and (iii) not to disclose the Confidential Information to any other party and in no case to a competitor of the Disclosing Party. The Receiving Party shall obtain a written commitment from any third party recipient of Confidential Information to comply with the terms of this Article. The restrictions of this Article shall expire ten (10) years after the date of disclosure of the Confidential Information. Buyer agrees that Seller may also access, collect, maintain, process and use machine, technical, system usage and related information, including, but not limited to, information about Buyer's Equipment that is gathered periodically to facilitate the provision of parts, services, product support and training to Buyer. Seller or its affiliates may use this information to provide, develop or improve Seller's products or services. 10.2 All know-how, patents, copyrights, designs, or other intellectual property made available by Seller, or developed during the Contract, whether alone or with any contribution from Buyer, shall be owned exclusively by, and vest in, Seller. Buyer shall not itself, and shall not allow any person or entity to, reverse engineer the Buyer's Equipment, Parts, Services or parts thereof.

11. HEALTH AND SAFETY MATTERS

11.1 Buyer agrees to comply with all applicable health, safety, security and environmental laws and will maintain a safe working environment for Seller's personnel at Site. Seller has the right to review and inspect procedures and conditions at Site.

11.2 Seller may suspend performance or evacuate its personnel at any time, without liability, if it reasonably believes its personnel may be a risk.

11.3 Buyer agrees to manage and dispose of all waste generated during the course of the Services on the Site.

11.4 Buyer shall inform Seller of, and Seller shall have no liability for the pre-existing condition of Buyer's Equipment or the Site.

11.5 Buyer agrees to provide site security measures and on-site first aid support for Seller's personnel at Site.

11.6 Buyer shall release, defend, indemnify and hold harmless Seller against any and all claims arising from Buyer's breach of its obligations under Article 13.

Buyer shall provide security equipment, facilities, measures and procedures adequate to protect Seller personnel against potential threats to their safety or well-being. Such measures shall include, but are not limited to, fencing and security barriers, control of access to and throughout the Site, a sufficient number of qualified guards, surveillance and monitoring, screening of personnel, alarms, and emergency response procedures.

11.7 Seller may review Buyer's security program at any time. If Seller determines Buyer's security program is insufficient then Seller may (i) make recommendations regarding changes and Buyer shall implement all reasonable recommendations, and/or (ii) Seller may provide additional security measures directly and Buyer shall reimburse Seller for additional expenses incurred at cost plus 15 percent, and/or (iii) Seller may suspend performance or evacuate its personnel at any time, without liability.

11.8 Secure Transportation. As part of its security program, Buyer shall provide safe, secure, and reliable transportation, satisfactory to Seller, for Seller personnel for all movements between airport, Site and Seller's accommodations.

11.9 Secure Housing. As part of its security program, Buyer shall furnish clean, safe and secure on-site living accommodations and welfare arrangements, satisfactory to Seller, for Seller's personnel at the Site.

11.10 New Circumstances. In addition to Seller's other rights, in the event that facts or circumstances arise, are discovered, or become known to Contractor which actually or potentially result in safety or security risks not actually known to Seller on the Contract effective date, and which make it necessary for Seller to take additional safety or security measures, the additional costs incurred shall be charged to and paid by Buyer at cost plus 15 percent.

12. SOFTWARE LICENSE

Seller grants to Buyer a non-exclusive and irrevocable right to use Software, to the extent necessary to properly use the Parts. This right shall be non-assignable and non-transferable (except Buyer may assign to any subsequent purchaser of the Parts). Seller is under no obligation to provide Software upgrades or revisions, unless previously agreed to in writing. Buyer may make one copy of the Software in machine-readable form for backup purposes only. Buyer may not (i) disassemble, decompile, reverse engineer, or otherwise attempt to reconstruct or discover the source code of the Software; (ii) remove any product identification, copyright, trademark, or other notice from the Software; (iii) modify, adapt or translate the Software. If Buyer believes that it is entitled to reverse engineer Software as a matter of local law (e.g., the Council Directive of May 14, 1991, of the Council of the European Communities, as amended), Buyer agrees that it shall first inform Seller about such intent and request technical information from Seller. Buyer shall use any technical information delivered by Seller only for purposes of ensuring "interoperability" and compatibility and shall treat such technical information as Seller's Confidential Information. Use of any third party software shall be governed by the terms of that third party software.

13. GENERAL CLAUSES

13.1 Prohibition on Nuclear Use. THE PARTS AND SERVICES SOLD HEREUNDER ARE NOT INTENDED FOR APPLICATION, AND SHALL NOT BE USED, IN CONNECTION WITH ANY NUCLEAR INSTALLATION OR ACTIVITY, AND BUYER SHALL INDEMNIFY SELLER AGAINST ANY SUCH LIABILITY OR CLAIMS, ARISING AS A RESULT OF ANY SUCH USE.

13.2 Changes. Seller is not obligated to proceed with any change unless agreed in writing, providing documentation that describes the changes in scope and schedule, and the resulting changes in price, and other provisions, as agreed.

13.3 Assignment. Seller may assign or novate its rights and obligations under the Contract to any of its affiliates and Seller may assign any of its accounts receivable under this Contract to any party without Buyer's consent.

13.4 Change of Control. Buyer shall notify Seller immediately upon any change in the ownership of more than fifty percent (50%) of Buyer's voting rights or in Buyer's controlling interest.

13.5 Invalidity. The invalidity of any part of this Contract shall not affect the validity of the remainder of this Contract.

13.6 Third-Party Beneficiaries. Nothing in this Contract confers or purports to confer on any third party any benefit or any right to enforce any terms of this Contract pursuant to the Contracts (Rights of Third Parties) Act of 1999 except as specifically set forth in the Article entitled "Limitations of Liability".

13.7 Entire Agreement. This Contract, including its attachments, is the result of mutual negotiation of the Parties and represents the entire agreement between the parties and supersedes in its entirety all prior agreements concerning the subject matter hereof. No modification, amendment, revision, waiver, or other change shall be binding on either party unless consented to in writing by the Party's authorized representative. Any oral or written representation, warranty, course of dealing, or trade usage not contained or referenced herein shall not be binding on either party. Each party agrees that it has not relied on, or been induced by, any representations of the other party not contained in this Contract.

13.8 Survival. The following Articles shall survive termination of the Contract: Taxes, Warranty, Patents, General Indemnity, Limitation of Liability, Confidentiality, Intellectual Property, Dispute Resolution, Governing Law, Compliance with Laws & Dual Use, Software License, and General Clauses.

13.9 Special Terms & Conditions. These Terms and Conditions for the Sale of Parts and Services may be supplemented by Special Terms and Conditions (including Software and Nuclear Special Terms and Conditions) and, in the event of conflict, the Special Terms and Conditions shall prevail.