

GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF INDIVIDUAL PARTS, SPARE PARTS AND SERVICE

1. OFFER AND ACCEPTANCE; ENTIRE AGREEMENT. (a) These terms and conditions of supply of Goods and Services (as defined below) (collectively the "Terms") contained herein and any other terms and conditions contained in Krauss-Maffei Corporation's ("Krauss-Maffei") proposal, quotation, and acknowledgement attached hereto shall constitute the complete and entire agreement between the purchaser of the individual parts, spare parts, or Services ("Customer") and Krauss-Maffei with regard to the individual parts, spare parts, accessories and other personal property sold separately from any purchase of machinery (these "Goods") being sold by Krauss-Maffei to Customer hereunder and any Services provided by Krauss-Maffei (the "Agreement") and shall supersede all prior and subsequent understandings, transactions, and communications, whether written or oral, with respect to the matters referred to herein and form the complete contract between Krauss-Maffei and Customer, and shall be binding upon accrue to the benefit of the successors and assigns to the parties hereto. KRAUSS-MAFFEI'S ACCEPTANCE OF ANY OFFER MADE BY CUSTOMER SHALL BE EXPRESSLY CONDITIONAL ON CUSTOMER'S ASSENT TO THESE TERMS AND CONDITIONS. Any modifications, alteration, additional, or conflicting term contained in Customer's order forms or other written communications, is considered material and is hereby rejected and shall not be binding upon Krauss-Maffei unless agreed to in writing by Krauss-Maffei. (b) The accompanying order confirmation, quote, invoice, or email confirmation (collectively the "Confirmation") comprises the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. Krauss-Maffei's offer shall be valid for ninety (90) days from the date of the offer.

SERVICES

2. SERVICES. Krauss-Maffei may provide the services to Customer as described in the Confirmation (the "Services") in accordance with these Terms. These Terms do not cover any telephonic, video-based, computer-based or remote support services available through the KM Assist mobile application, computer or other similar applications by which service is provided (collectively "Remote Assistance Services"). All Remote Assistance Services are covered under separate terms and conditions.

3. PERFORMANCE DATES: SERVICES. Krauss-Maffei shall use reasonable efforts to meet any Service performance dates specified in the Confirmation, and any such dates shall be estimates only.

4. CUSTOMER'S OBLIGATIONS: SERVICES. Customer shall: (a) cooperate with Krauss-Maffei in all matters relating to the Services and provide such access to Customer's premises, and such office accommodation and other facilities as may reasonably be requested by Krauss-Maffei, for the purposes of performing the Services; (b) respond promptly to any Krauss-Maffei request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Krauss-Maffei to perform Services in accordance with the requirements of this Agreement; (c) provide such Customer materials or information as Krauss-Maffei may request to carry out the Services in a timely manner and ensure that such Customer materials or information are complete and accurate in all material respects; and (d) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

4. CUSTOMER'S ACTS OR OMISSIONS: SERVICES. If Krauss-Maffei's performance of its obligations for Services under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants, or employees, Krauss-Maffei shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

5. SERVICE RATES. (a) All rates for Services are located in the Field Service and Policy matrix as listed on applicable the Confirmation, as updated from time to time. The base rate for Services does not include weekends, holidays, or travel expenses. Service Engineer rates apply for international travel outside the United States. (b) Technical Service and Start-up Assistance All Goods furnished by Krauss-Maffei shall be installed and put in operation at the expense of the Customer. Krauss-Maffei personnel is available for consultation, advice installation, start-up and service of equipment. If personnel other than Krauss-Maffei are utilized for the consultation, supervision, or advice on installation, startup or service, Krauss-Maffei shall have no responsibility for the quality of workmanship and will function as technical consultants and coordinators in an advisory capacity. (c) Service Rates An estimate with projected cost for the initial schedule service will be submitted for return signed approval with Customer Purchase Order # prior to scheduling and commencing the service and or preparation. Services rates are variable depending on the day of week or holiday, which include Service technicians travel to and from the Service location. (d) Travel and Living Expenses. Travel and lodging will be at the expense of Customer and will include all charges incurred for air fare, hotel, rental car, gas, parking, tolls, meals, laundry, telephone charges, and local taxes, work related expenses etc., or other costs associated with travel to and from Customer's location. Travel, if by employee-owned or company-owned car, will be billed at the government rate and all toll and parking charges. (e) Schedule and Availability. Krauss-Maffei service personnel are not available on Christmas, Thanksgiving or New Year's Day EXCEPT when the customer's staff is unable to get a machine operational. Service personnel may offer "phone assistance" in an effort to troubleshoot problems prior to making travel arrangements to repair in person. Please note: PREMIUM RATES APPLY FOR HOLIDAY TRAVEL. (f) Extended Service. If a situation warrants an extended stay at Customer location in excess of two (2) weeks, Krauss-Maffei service personnel are permitted to return home for a weekend stay. If short or long-term assignments apply, time off is required every 2nd weekend. The cost for this travel will be at the expense of Customer and will be included with any other service charges. (g) Other Considerations. It will be the responsibility of Customer to provide all necessary permits, clearances, or other pertinent information or documentation required for Krauss-Maffei service personnel to enter the country and or job-site. Any and all special tools or equipment required for the job billed at cost. (h) Service Notification. In order to provide equitable service to all customers, requests for routine, non-emergency or warranty service are required at least twenty-one (21) days in advance. In emergency situations, we will endeavor to accommodate a customer's request for immediate service depending upon availability of personnel.

GOODS

6. DELIVERY: GOODS. (a) The Goods will be delivered within a reasonable time after the receipt of Customer's purchase order. Krauss-Maffei shall not be liable for any delays, loss or damage in

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transit. (b) Unless otherwise agreed in writing by the parties, Krauss-Maffei shall deliver the Goods to Krauss-Maffei's plant (the "Delivery Point") using Krauss-Maffei's standard methods for packaging and shipping such Goods. Customer shall take delivery of the Goods within five (5) days of Krauss-Maffei's written notice that the Goods have been delivered to the Delivery Point. Customer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point. (c) Krauss-Maffei may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Customer. Each shipment will constitute a separate sale, and Customer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Customer's purchase order. (d) If for any reason Customer fails to accept delivery of any of the Goods on the date fixed pursuant to Krauss-Maffei notice that the Goods have been delivered at the Delivery Point, or if Krauss-Maffei is unable to deliver the Goods at the Delivery Point on such date because Customer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Customer; (ii) the Goods shall be deemed to have been delivered; and (iii), at its option, may store the Goods until Customer picks them up, whereupon Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

7. NON-DELIVERY: GOODS. (a) The quantity of any installment of Goods as recorded by Krauss-Maffei on dispatch from Krauss-Maffei's place of business is conclusive evidence of the quantity received by Customer on delivery unless Customer can provide conclusive evidence proving the contrary. (b) Krauss-Maffei shall not be liable for any claims of non-delivery of Goods (even if caused by Krauss-Maffei's negligence) unless Customer gives written notice to Krauss-Maffei of the non-delivery of the Goods and provides sufficient evidence, based solely on Krauss-Maffei's reasonable judgement, that the Goods would have been received in the ordinary course of events. (c) Any liability of Krauss-Maffei for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

8. INSPECTION AND REJECTION OF NONCONFORMING GOODS. (a) Customer shall inspect the Goods upon receipt within five (5) days ("Inspection Period"). Customer will be deemed to have accepted the Goods unless it notifies Krauss-Maffei in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Krauss-Maffei. "Nonconforming Goods" means only the following: (i) product shipped is different than identified in Customer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents. (b) If Customer timely notifies Krauss-Maffei of any Nonconforming Goods, Krauss-Maffei shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Customer in connection therewith. Customer shall ship, at its expense and risk of loss, the Nonconforming Goods to Krauss-Maffei's plant. If Krauss-Maffei exercises its option to replace Nonconforming Goods, Krauss-Maffei shall, after receiving Customer's shipment of Nonconforming Goods, ship to Customer, at Customer's expense and risk of loss, the replaced Goods to the Delivery Point. (c) Customer acknowledges and agrees that the remedies set forth in Section 8(b) are Customer's exclusive

remedies for the delivery of Nonconforming Goods. Except as provided under Section 8(b), all sales of Goods to Customer are made on a one-way basis and Customer has no right to return Goods purchased under this Agreement to Krauss-Maffei.

9. QUANTITY: GOODS. If Krauss-Maffei delivers to Customer a quantity of Goods of up to 20% more or less than the quantity set forth in the Confirmation, Customer shall not be entitled to object to or reject the Goods or any portion of them by reason of the surplus or shortfall and shall pay for such Goods the price set forth in the Confirmation adjusted pro rata.

10. SHIPPING TERMS: GOODS. Unless otherwise agreed, delivery shall be made FOB Krauss-Maffei's plant for domestic orders or FCA for International deliveries.

11. TITLE AND RISK OF LOSS: GOODS. Title and risk of loss passes to Customer upon delivery of the Goods at the Delivery Point. As collateral security for the payment of the purchase price of the Goods, Customer hereby grants to Krauss-Maffei lien on and security interest in and to all of the right, title and interest of Customer in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Kentucky Uniform Commercial Code.

12. SOFTWARE LICENSE. To the extent software is included in the delivery of Goods or in the provision of Services, Customer shall be granted a non-exclusive, non-licensable, non-sublicensable right to use the software that is delivered, including the documentation. The ownership of any provided software shall remain with Krauss-Maffei. In the event Customer makes an unconsented use, duplication, or transfer, including its right to seek damages for the same. In the event an unauthorized change or modification to the software or any Program affects the safety of the equipment, Customer agrees to indemnify and save Krauss-Maffei harmless from and against any loss, damage, claim, expense, or cause of action resulting from any personal injury, or property damage resulting therefrom.

13. ASSEMBLY. The assembly is not included in the price of the Goods and is only carried out by Krauss-Maffei if agreed separately and only at the assembly conditions of the Krauss-Maffei, as well as in return for separate payment.

14. ROBOTIC EQUIPMENT. Except as otherwise specifically provided, the parties agree that Krauss-Maffei shall have no responsibility for any robotic equipment or systems, including spare parts ("Equipment"), either supplied as part of this contract or by separate contract between Customer and a third-party, other than the pass through of any warranties provided by the supplier or manufacturer of the Equipment. Customer agrees that it will be responsible for (i) choice of hook-up and integration of all Equipment with the machine(s) purchased under any separate contract and (ii) compliance with all applicable standards, guidelines and legal requirements related to safety and guarding in conjunction with integrated machine and robotic equipment. Customer also agrees that it (or a party of its choosing but other than Krauss-Maffei) shall act as Systems Integrator with respect thereto in accordance with the American National Standards Institute/Society of Plastics Industry Standards – ANSI/SPI B151.27, for Plastic Machinery Robots Used with Horizontal Injection Molding Machines – Safety Requirements for Care and Use, and any other applicable standards and guidelines.

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Customer agrees to indemnify and save Krauss-Maffei harmless from and against any loss, expense, liability, claim or litigation regarding personal injury, property damage, breach of contract or otherwise with respect to the Equipment relating to breach by Customer of its responsibilities as specified above.

15. SPECIFICATIONS AND DRAWINGS. Specifications, statements, drawings and descriptions regarding weights, dimensions, rate of speed, and/or capacity and other details supplied by Krauss-Maffei are approximate and descriptive only and not intended or designed as warranties. If applicable, after Customer's order has been accepted by Krauss-Maffei one set of accurate outline drawings will be supplied to Customer free of charge on request. All drawings, technical documentation, plans and other similar items used by the Customer are the property of the Krauss-Maffei and Krauss-Maffei retains all copyrights with respect thereto. Customer shall not, without the Krauss-Maffei's written consent, disclose any drawings, plans, specifications, confidential information and the like furnished by the Krauss-Maffei to the Customer to any other person or entity without Krauss-Maffei's prior written consent. Customer also agrees that any copy of any of the drawings, plans, specifications, or similar items may be used solely of installing, operating, and maintaining the Goods.

16. SPECIALLY MANUFACTURED GOODS. Krauss-Maffei's quotation, acceptance, and performance of any order for Goods specially manufactured to Customer's specifications assume timely receipt of all required information. Customer agrees and acknowledges that any delay from Customer in the provision of required information to Krauss-Maffei, relating to a specially manufactured Good, could result in late delivery to Customer.

GOODS AND SERVICES

17. PAYMENT. (a) Unless otherwise agreed, Customer shall pay all invoiced amounts due to Krauss-Maffei thirty (30) days after receipt of invoice. Customer shall make all payments in US dollars, unless otherwise agreed. (b) In the event that payments are not received, Krauss-Maffei may charge: (i) interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly and/or (ii) suspend performance for all Services until payment has been made in full. (c) Customer shall reimburse Krauss-Maffei for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. Customer agrees to reimburse Krauss-Maffei for all reasonable travel and out-of-pocket expenses incurred by Krauss-Maffei as expressed in Section 5 above and the matrix provided in the quote for Service. In addition to all other remedies available under these Terms or at law (which Krauss-Maffei does not waive by the exercise of any rights hereunder), Krauss-Maffei shall be entitled to suspend the delivery of any Goods or provision of Services if Customer fails to pay any amounts when due hereunder and such failure continues for 15 days following written notice thereof. (d) Customer acknowledges and accepts that the Price for Services on the initial Confirmation is an estimate and Customer shall pay for all Services as enumerated on the final invoice once Services have been rendered. (e) Customer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Krauss-Maffei, whether relating to Krauss-Maffei's breach, bankruptcy or otherwise.

18. PRICE. (a) Customer shall purchase the Goods and/or Services from Krauss-Maffei at the price (the "Price[s]") quoted by Krauss-Maffei. (b) All Prices are exclusive of all sales, use and excise taxes,

and any other similar taxes, duties and charges of any kind imposed by any Governmental Authority on any amounts payable by Customer. Customer shall be responsible for all such charges, costs and taxes; provided, that, Customer shall not be responsible for any taxes imposed on, or with respect to, Krauss-Maffei's income, revenues, gross receipts, personnel or real or personal property or other assets.

19. LIMITED WARRANTY (a) Krauss-Maffei warrants to Customer that for a period of six (6) months from the date of delivery of the Goods ("Warranty Period"), that such Goods will be free from material defects in material and workmanship. This Warranty of Krauss-Maffei does not extend to: (i) damage caused by corrosion, (ii) damage to parts subject to wear, including, but not limited to, wear parts in pumps, plasticizing parts, heater bands, cylinders, filters, seals, o-rings, wear strips, locking mechanisms, brass wear components, motors, controls, timers, valves, breakers, contacts, relays, lubricants or fuses; (iii) damage caused by Customer's improper selection of materials of construction or used with materials not within the range of normal use; (iv) damage caused by Customer's failure to provide a suitable installation environment for the Goods; (v) damage caused by the use of the Goods for purposes other than those for which they were designed; (vi) damage caused by disasters such as fire, flood, wind and lightning; (vii) damage during shipment; and (viii) parts or components not manufactured by KRAUSS MAFFEI CORPORATION or its parents company (but any manufacturer's warranties of such accessory equipment, to the extent assignable, will be passed through Krauss-Maffei to Customer) or those not normally included in Krauss-Maffei's standard products or options. The warranty for software is limited to defects, which may make it suitable for the original intention of the software and does not extend to revisions or enhancements. Component parts used in the production of Krauss-Maffei's Goods may be either new or rebuilt and re-certified in compliance with original design specifications. (b) **KRAUSS-MAFFEI MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS OR SERVICES, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; OR (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.** (c) Krauss-Maffei shall not be liable for a breach of the warranty set forth in Section 19 (a) unless: (i) Customer gives written notice of the defect in Goods or Services, reasonably described, to Krauss-Maffei within five (5) days of the time when Customer discovers or ought to have discovered the defect, as reasonably determined by Krauss-Maffei; (ii) Krauss-Maffei is given a reasonable opportunity after receiving the notice to examine such Goods or Services render and Customer (if requested to do so by Krauss-Maffei) returns such Goods to Krauss-Maffei's place of business at Krauss-Maffei's cost, if it is reasonably determined that the defect was not caused by Customer, for the examination to take place there; and (iii) in Krauss-Maffei's reasonable judgment, verifies Customer's claim that the Goods or Services rendered are defective. (d) Krauss-Maffei shall not be liable for a breach of the warranty set forth in Section 19 (a) if: (i) Customer makes any further use of such Goods after giving such notice; (ii) the defect arises because Customer failed to follow Krauss-Maffei's oral or written instructions as to the storage, installation, commissioning, use, return or maintenance of the Goods; or (iii) Customer alters or repairs such Goods without the

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prior written consent of Krauss-Maffei. (e) Subject to Section 19 (c) and Section 19 (d) above, with respect to any such Goods and/or

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Services during the Warranty Period, Krauss-Maffei shall, in its sole discretion, either: (i) repair or replace such Goods (or the defective part) or (ii) re-perform the Services or (iii) credit or refund the price of such Goods or Services at the pro rata contract rate provided that, if Krauss-Maffei so requests, Customer shall, at Krauss-Maffei's expense, return such Goods to Krauss-Maffei. (f) Krauss-Maffei warrants the Services provided to Customer for a period of six (6) months from the date those Services are provided. (g) Krauss-Maffei represents and warrants to Customer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement. **(h) THE REMEDIES SET FORTH IN SECTION 19(c) SHALL BE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND KRAUSS-MAFFEI'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 19(a).**

20. LIMITATION OF LIABILITY. (a) **IN NO EVENT SHALL KRAUSS-MAFFEI BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT KRAUSS-MAFFEI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.** (b) **IN NO EVENT SHALL KRAUSS-MAFFEI'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO KRAUSS-MAFFEI FOR THE GOODS OR SERVICES AT ISSUE IN THE DISPUTE.**

21. TAXES. Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Customer hereunder.

22. INTELLECTUAL PROPERTY. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights ") in and to all documents, work product, and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of Krauss-Maffei in the course of performing the Services, including any items identified as such in the Confirmation (collectively, the "Deliverables") shall be owned by Krauss-Maffei. Krauss-Maffei hereby grants Customer a license to use all Intellectual Property Rights free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free, and perpetual basis to the extent necessary to enable Customer to make reasonable use of the Deliverables and the Services.

23. CONFIDENTIAL INFORMATION. (a) All non-public, confidential or proprietary information of Krauss-Maffei, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers,

pricing, and marketing (collectively, "Confidential Information"), disclosed by Krauss-Maffei to Customer or its' affiliates, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of the Services and this Agreement is confidential, and shall not be disclosed or copied by Customer or its' affiliates without the prior written consent of Krauss-Maffei. Confidential Information does not include information that is: (i) in the public domain; (ii) known to Customer at the time of disclosure; or (iii) rightfully obtained by Customer on a non-confidential basis from a third party. (b) Customer agrees to use the Confidential Information only to make use of the Services and Deliverables. (c) Krauss-Maffei shall be entitled to injunctive relief for any violation of this Section.

24. CHANGES, CANCELLATIONS; CHANGE ORDERS. (a) All orders accepted by Krauss-Maffei shall be firm and no changes or cancellation shall be allowed without the mutual written consent of Customer and Krauss-Maffei. If Customer attempts to cancel or repudiate an order previously accepted by Krauss-Maffei, all work on the order or part or Service thereof canceled or repudiated will be stopped as promptly as is reasonably possible and Customer will pay Krauss-Maffei a cancellation charge determined by Krauss-Maffei as reasonable and liquidated damages. For completed Goods, the cancellation charge will be equal to the price specified for such Goods in the canceled or repudiated order. Krauss-Maffei may invoice the Customer for those additional expenses arising from changes requested by the Customer if the Krauss-Maffei has agreed to the requested changes and on condition that the Krauss-Maffei has provided notice to the Ordering Party of the accrual of additional expenses. Except for Goods specially manufactured, the cancellation charge for Goods not completed will be equal to 120% of the full cost of their production as determined by Krauss-Maffei and all specially manufactured Goods are non-returnable. The cancellation charge for Goods specially manufactured will be equal to the price specified for such specially manufactured Goods in the canceled or repudiated order regardless of whether such specially manufactured Goods are completed or not. The cancellation charge shall include burden and overhead costs incurred by Krauss-Maffei or by any of Krauss-Maffei's affiliates. Cancellation and deferment charges may be charged by Krauss-Maffei against the down payment, if any. Any deficiency remaining shall be invoiced to the Customer for immediate payment. Such charges must be settled prior to the acceptance of any new orders from Customer. (b) If either party wishes to change the scope or performance of the Services, it shall submit details of the requested change to the other party in writing. Krauss-Maffei shall, within a reasonable time after such request, provide a written estimate to Customer of: (i) the likely time required to implement the change; (ii) any necessary variations to the fees and other charges for the Services arising from the change; (iii) the likely effect of the change on the Services; and (iv) any other impact the change might have on the performance of this Agreement. (c) Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such change (a "Change Order"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing in accordance with Section 24. (d) Notwithstanding Section 24(b) and Section 24(c), Krauss-Maffei may, from time to time change the Services without the consent of Customer provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in the

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Confirmation. (d) Krauss-Maffei may charge for the time it spends assessing and documenting a change request from Customer on a time and materials basis in accordance with the Confirmation.

25. INSURANCE. During the term of this Agreement, Customer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than \$1,000,000 with financially sound and reputable insurers. Upon Krauss-Maffei's request, Customer shall provide Krauss-Maffei with a certificate of insurance from Customer's insurer evidencing the insurance coverage specified in these Terms. Customer shall provide Krauss-Maffei with thirty (30) days' advance written notice in the event of a cancellation or material change in Customer's insurance policy. Except where prohibited by law, Customer shall require its insurer to waive all rights of subrogation against Krauss-Maffei's insurers and Krauss-Maffei. Krauss-Maffei can provide standard levels of insurance which include: (a) Commercial General Liability Insurance up to \$1,000,000 (b) Automobile Liability Insurance up to \$2,000,000, (c) Umbrella Liability up to \$4,000,000 and (d) Workers Compensation and Employer's Liability Insurance up to \$1,000,000.

26. COMPLIANCE WITH LAW. Customer shall comply with all applicable laws, regulations and ordinances. Customer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. Krauss-Maffei assumes all responsibility for shipments of Goods requiring any government import clearance. Krauss-Maffei may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods.

27. TERMINATION AND CREDIT HOLD. In addition to any remedies that may be provided under these Terms, Krauss-Maffei may terminate this Agreement with immediate effect upon written notice to Customer, if Customer: (i) fails to pay any amount when due under this Agreement; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors. If Customer terminates the purchase of the Goods and/or Service, Krauss-Maffei will cancel the corresponding purchase order. If Customer is placed on credit hold, any ordered Goods or Services will not be shipped or completed until any invoices for Goods or Services are paid and the accompanying credit hold is lifted.

28. WAIVER. No waiver by Krauss-Maffei of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Krauss-Maffei. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

29. LIMITATION OF PERIOD TO COMMENCE ACTION. Any action brought by Customer against Krauss-Maffei relating to the Agreement, including without limitation any action for breach of the Agreement or breach of any warranty, must be commenced within one (1) year following the date the Goods at issue are delivered or Services are rendered to Customer or such action shall be barred.

30. FORCE MAJEURE. Krauss-Maffei shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this

Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Krauss-Maffei including, without limitation, acts of God, flood, fire, earthquake, explosion, pandemic, disease, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage

31. ASSIGNMENT. Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Krauss-Maffei. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Customer of any of its obligations under this Agreement.

32. RELATIONSHIP OF THE PARTIES. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

33. AMENDMENT AND MODIFICATION. These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party.

34. THIRD-PARTY BENEFICIARIES. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

35. ATTORNEY'S FEES. In the event that Krauss-Maffei is the prevailing party in any action, proceeding or arbitration between Customer and Krauss-Maffei concerning the interpretation and/or enforcement of any of the terms or provisions of this Agreement, Customer shall be liable to Krauss-Maffei for all costs, including reasonable attorney's fees, incurred by Krauss-Maffei with respect to such actions, proceeding or arbitration.

36. GOVERNING LAW – The Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, and venue for any action pursuant hereto shall be in the appropriate state court in Kenton County, Kentucky, or federal district court for the Eastern District of Kentucky located in Covington, Kentucky. Neither the 1980 United Nations Convention on Contracts for the International Sale of Goods nor the United Nations Convention on the Limitation Period in the International Sale of Goods will apply to this Agreement or any transaction under it. Buyer and Seller hereby agree that any dispute which may arise between them arising out of or in connection with this Agreement shall be adjudicated before a court located in Kenton County, Kentucky and they hereby submit to the exclusive jurisdiction of the federal and state courts located in Kenton County Kentucky with respect to any action or legal proceeding commenced by any party, and irrevocably waive any objection they now or hereafter may have respecting the venue of any such action or proceeding brought in such a court or respecting

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the fact that such court is an inconvenient forum, relating to or arising out of this Agreement, and consent to the service of process in any such action or legal proceeding by means of (i) registered or certified mail, return receipt requested, in care of, with respect to Seller, Seller's Florence, Kentucky address, and with respect to Buyer, any such address as Buyer has, from time to time, furnished to Seller in writing, or (ii) such other manner as may be permitted by applicable law.

37. NOTICES. All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

38. SEVERABILITY. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

39. SURVIVAL. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Compliance with Laws, Confidential Information, Governing Law, Submission to Jurisdiction, Attorney's Fees and Survival.