

STRÄHLE + HESS

GENERAL TERMS AND CONDITIONS OF STRAEHLE + HESS USA INC.

1. Scope and Validity

1.1 These General Terms and Conditions ("GTC") govern the conclusion, content, performance and termination of contracts for the sale of products ("Products") and provision of services ("Services") by Straehle + Hess USA Inc. ("S+H").

1.2 These GTC are deemed to be accepted if the purchaser ("Purchaser") of the Products and Services orders from S+H and reference is made to them in an Offer, as defined herein, order confirmation ("Order Confirmation"), upon acceptance of the Products, or any other separate contractual agreement, whichever occurs first. All future Orders, as defined herein, related to any of the foregoing shall be subject to these GTC unless otherwise provided by S+H. Any terms and conditions of the Purchaser are explicitly excluded.

1.3 These GTC, together with all relevant documentation such as proposals, offers, estimates or quotations (including referenced documents) (collectively an "Offer") from S+H, and all accepted orders placed by the Purchaser for the Products and Services (an "Order") along with any other order specific S+H terms and conditions and other relevant documents provided by an original equipment manufacturer ("OEM") for a project, if any, constitute the contract ("Contract") between S+H and the Purchaser (collectively, the "Parties" and each individually a "Party"). The application of these GTC may only be varied by agreement in writing between the Parties.

2. Offer and Order

2.1 Offers made by S+H are, unless stated otherwise in such documents, subject to these GTC.

2.2 An Offer submitted by S+H, which is not binding but rather an invitation for the Purchaser to place an Order, is valid during the period specified therein. Unless otherwise set forth, an Offer remains open for ten (10) business days from the date of the Offer. The Offer may be subject to amendment or alteration at any time by S+H prior to S+H's acceptance of an Order.

2.3 If an Order alters or deviates from the corresponding Offer or the Order Confirmation provided by S+H, the Order Confirmation, applies, unless the Purchaser objects, in writing, to S+H within two (2) business days of the Purchaser's receipt thereof. Any alteration or deviation by Purchaser shall not be binding until and unless S+H confirms the new terms in writing. S+H's silence shall not be deemed to be acceptance of any altered terms.

2.4 An Order placed by the Purchaser becomes a Contract only upon its acceptance by S+H. S+H's acceptance of any Order lodged by the Purchaser may be in writing or by S+H delivering the Products and/or providing the Services which are the subject of an Order. However, any terms and conditions contained in any Order or other document issued by the Purchaser will not form part of the Contract unless they are expressly signed and accepted by S+H.

2.5 Once accepted by S+H, Orders may not be cancelled or varied by the Purchaser without the prior written consent of S+H.

2.6 S+H reserves the right to correct any errors or omissions in its Offers, Order Confirmations or invoices.

2.7 Purchaser shall bear all costs associated with the cancellation or modification of an Order.

3. Sale of Products, Tools and Spare Parts

3.1 Any dates or other specifications, unless explicitly agreed to by S+H are only estimates, and subject to change at any time.

3.2 S+H may without prior notice to Purchaser determine and change its vendors, suppliers and other involved third parties.

3.3 Unless otherwise set forth in an Offer, S+H will sell the Products in accordance with its then current policies and prices; provided that S+H may from time to time implement reasonable changes to the Products, their design and functionality.

3.4 Subject to the terms of a then current Order Confirmation, S+H or a commissioned third party on its behalf may purchase, create or otherwise obtain tools, machines and other goods for the manufacture of the Products or performance of Services (collectively the "Tools").

3.5 Unless otherwise agreed to in writing, S+H shall remain the sole owner of the Tools, and Purchaser or any designated third party utilizing the Tools shall not reproduce, disassemble or take any other actions related to the Tools, without S+H's prior written consent.

3.6 In case the Parties agree for Purchaser to obtain ownership of the Tools, title in the Tools remains with the S+H until all amounts due have been paid in full, in each case in good, collected and indefeasible funds and in accordance with the rights granted under Section 19.

3.7 At its sole discretion, S+H may supply spare parts for the Products ("Spare Parts") to the Purchaser subject to its then current prices as well as separately negotiated terms. Absent any separate

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agreement, Purchaser has no right or expectation to receive or be granted the opportunity to purchase Spare Parts.

4. Provision of Services

4.1 Upon Purchaser's request, and if separately agreed to in writing by S+H, S+H may perform Services. The performance of Services is subject to compliance with all obligations set forth under Section 5.

4.2 S+H reserves the right to sub-contract all or any portion of the performance of the Services thereof to any other person in its sole discretion. In such case, S+H remains responsible to the Purchaser for the performance of Services by such third party.

4.3 Upon request, Purchaser shall confirm in writing in the form determined by S+H, the work performed during a particular time period.

4.4 In addition to any fees for the Services, Purchaser shall also pay for any and all expenses incurred by S+H and/or its employees in connection with or arising out of Purchaser's wrongful acts or omissions.

4.5 If S+H determines, at its sole discretion, that the sale of Products and provision of Services will have detrimental effects, S+H may suspend any Contract. Should Purchaser fail to cure any of its concerns, S+H may, in addition to any other remedies available, including but not limited to Section 13, terminate the Contract.

5. Purchaser Obligations

5.1 Shipment of Products and performance of Services is contingent upon S+H's satisfaction of Purchaser's full compliance of all applicable obligations.

5.2 Purchaser shall respond promptly to any S+H request to provide direction, information, including but not limited to data and specifications, approvals, authorizations or decisions that are reasonably necessary for S+H to perform Services in accordance with the requirements of the Contract.

5.3 Purchaser shall provide such materials, equipment or information as S+H may request to create the Products and/or perform the Services in a timely manner and ensure that materials or information are complete and accurate in all material respects.

5.4 In case Purchaser resells the Products other than in its normal course of business and without prior written consent, it assumes all liabilities and any warranties hereunder are null and void.

6. Purchaser's Acts or Omissions

If S+H's performance under the Contract is prevented or delayed by any act or omission of Purchaser or its

agents, subcontractors, consultants or employees, S+H shall not be in breach of its obligations or otherwise liable for any costs, charges or losses sustained or incurred by Purchaser, in each case, to the extent arising directly or indirectly from such prevention or delay.

7. Shipments; Delivery; Acceptance, Risk of Loss

7.1 Unless otherwise agreed to in writing and subject to Purchaser's compliance with all obligations under the Contract, S+H will supply the Products Ex Works (EXW) Incoterms S+H's facility in Auburn in the State of Alabama, or at its then current standard shipping rates, which are subject to change at any time for each order.

7.2 In addition to any shipping costs under Section 7.1 and unless otherwise agreed to by S+H, Purchaser shall be solely responsible for all other costs arising out of the delivery of the Products, including but not limited to packaging, governmental fees and insurance.

7.3 Unless otherwise set forth in writing, S+H, at the sole cost of the Purchaser, will pack and mark relevant Products in a manner determined by S+H and include customary shipment documentation.

7.4 S+H will use reasonable endeavors to meet any shipping and/or delivery dates, but such date or time is a bona fide estimate only and is not to be construed as a fixed date or time unless specifically agreed to by S+H in writing.

7.5 Upon receipt and unless coordinated directly by S+H and Purchaser, Purchaser shall immediately inspect the Products, but in any event no later than seven (7) days after delivery, and notify S+H of any defects or errors, including substantial deviations in writing. Otherwise, S+H will deem the Products to be accepted. If Purchaser provides notice of any defects or errors within the aforesaid time period or after acceptance of the Products, Purchaser discovers latent defects and provides written notice thereof within seven (7) days, S+H may remedy such defects subject to the terms and conditions of the Contract.

7.6 Any minor deviations, including but not limited to weights, dimensions and materials, shall not constitute a defect or error.

7.7 Unless timely requested and separately agreed upon, S+H will not provide insurance coverage or any other protection for the shipment or storage of Products.

7.8 Risk of loss or damage for all Products will pass to Purchaser upon S+H making such Products available to a carrier regardless of the shipping method. In case of a delay at no fault of S+H, risk of

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loss or damage for all Products will pass to Purchaser upon S+H's readiness to ship.

7.9 From time to time and at its sole discretion, S+H's may make partial shipments of Products to the Purchaser. Any defects or errors in partial shipments shall be limited to those affected Products and not the entire underlying Order.

7.10 In the event Purchaser fails to order Products, make timely call offs or otherwise cause a delay, S+H agrees to store the relevant Products at its facility subject to the then current prices or zero-point five percent (0.5%) of the value of the of the total price of Products per week, whichever is greater. Notwithstanding the foregoing, Purchaser shall organize delivery for and accept any stored Products no later than two (2) months after their original shipping date and pay any all amount then accrued to S+H.

8. Remuneration

8.1 Unless otherwise agreed to in writing or set forth in an Order Confirmation, the prices for the Products and Services are in US Dollars and based on the then current S+H standards, excluding sales tax or any other tax, duty, levy or the like which may be added to the remuneration owed by the Purchaser.

8.2 In the event S+H grants Purchaser the right to pay amounts under the Contract by check or another method, Purchaser shall be solely responsible for any fees arising therefrom.

8.3 If Purchaser's requests quantities of Products in excess of those set forth in an Offer or Order Confirmation, S+H may cancel such requests or charge the additional Products at its then current prices.

8.4 In accordance with the provision in Section 2.2 of these GTC, S+H explicitly reserves the right at any time prior to accepting an Order to alter, with notice in writing to the Purchaser, the price of the Products and/or Services.

8.5 Unless otherwise agreed to in writing, Purchaser shall be solely responsible for all of S+H's and/or its employee's cost arising out of or relating to the performance of Services, including but not limited to travel, meals and lodging.

9. Taxes

The Purchaser shall be responsible for payment of all taxes, including sales and use tax, inventory tax, duties, fees or other taxes of any nature assessed by governmental authorities applicable to the sale of Products and performance of Services hereunder.

10. Terms of Payment

10.1 Unless otherwise agreed between the Parties, all payments are due in full, payable to S+H

immediately upon receipt of an invoice, but in no event later than ten (10) days from the invoice date or the date when the Purchaser receives the invoices, whichever is earlier ("Due Date").

10.2 All payments must be received by the Due Date in a form acceptable to S+H, even if the delivery of Products and performance of Services is delayed for reasons for which S+H is not responsible or slight corrections are necessary. Payment shall only be deemed received if the outstanding funds are disposable by S+H.

10.3 Should the Purchaser fail to pay within the time frame specified in Section 10.1 of these GTC, S+H may:

a) impose a service charge on the unpaid balance at one point five percent (1.5%) per month (i.e. eighteen percent (18%) per annum), or the maximum rate permitted by law, from the Due Date until the invoice and all service charges thereon have been paid in full. If allowed by applicable law, Purchaser shall also pay on demand any costs incurred by S+H (including reasonable attorneys' fees and legal expenses) in connection with the collection of any amounts due from Purchaser to S+H which are not paid as agreed herein;

b) request prepayment of the entire amount due for all future Orders;

c) demand any assurances or securities concerning Purchaser's ability to make all payments for the Contract;

d) refuse to make any further deliveries under the Contract until the amount due has been fully paid; and/or

e) treat the failure of the Purchaser to make payments as a repudiation of the Contract by the Purchaser if the amount due remains unpaid after providing seven (7) days' notice to the Purchaser of such breach and an opportunity to rectify the breach. Such repudiation shall entitle S+H to elect, without prejudice to any other rights of S+H, to terminate the Contract in whole or in part (including any Order or part thereof) and, in either case, to recover damages for the breach of the Contract.

10.4 Without limiting any other rights, S+H may utilize the remedies set forth under Section 10.3, in case the Purchaser's financial viability is; (a) less stable than expected at the time of an Order Confirmation, (b) has substantially deteriorated, or (c) will likely deteriorate substantially in the near future.

10.5 The Purchaser is not entitled to withhold any payment as set off, counterclaim or retention unless the terms and conditions of such set off or retention are agreed to in writing by S+H prior to the

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performance of the Services or delivery of the Products.

10.6 In case Purchaser has incurred any services charges, S+H, in its sole discretion, may credit any future payments first towards such charges as well as any other outstanding amount(s).

11. Force Majeure

11.1 S+H shall not be held responsible for failure to perform or delay in performing any of its contractual obligations if such failure or delay is due to unforeseeable events beyond S+H's reasonable control ("Force Majeure"), including but not limited to acts of God, war, insurrection, epidemics, sabotage, labor disputes, strikes, lock-outs, shortages of labor, interruption or delays in transportation, fire, explosion, equipment or machinery breakdown, failure or delays of S+H's source of supply, shortage in material or energy, acts, orders or priorities of any government, embargo and any other cause whether arising from natural causes, human agency or anything beyond the reasonable control of S+H.

11.2 S+H shall notify the Purchaser in writing within one (1) week following the occurrence of any event of Force Majeure citing this Section 11 in said notice and shall supply all relevant information about its effects on the performance of the Contract.

11.3 Unless otherwise agreed in writing between the Parties, if S+H is unable to perform the Contract because of Force Majeure, S+H is temporarily excused from performance while the incident of Force Majeure is occurring and shall perform as soon as reasonably possible after the incident ends. The duration of the incident of Force Majeure shall be added to the time of performance granted to S+H. S+H shall not be subject to damage claims.

11.4 In case the duration of Force Majeure exceeds six (6) months, the Parties will have the right to terminate the Contract immediately. Contractual obligations performed up to such date of termination shall be remunerated. If the purchase price has been paid by the Purchaser in full, S+H will refund the fees paid less the accrued cost and expenses of the contractual obligations.

12. Place of performance

Unless otherwise agreed in writing between the Parties, S+H's principal office is the place of performance.

13. Termination

13.1 In addition to any other remedies that S+H may have in law, S+H may terminate or suspend the Contract or any part thereof if the Purchaser:

a) fails to pay any amount by the Due Date and such failure continues for fourteen (14) days after the

Purchaser's receipt of a written notice demanding payment ("Notice of Demand") from S+H;

b) has not otherwise performed or complied with any of the terms and conditions of this Contract in whole or in part; and/or

c) 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.

13.2 If the Contract (or parts thereof) is terminated, as specified in Section 13.1 of these GTC:

a) S+H will have an immediate right to remove the Products from relevant premises;

b) Purchaser shall return or destroy any and all information provided by S+H; and

c) all other outstanding amounts owed to S+H by the Purchaser as well as any costs arising out of damages from the return or retrieval of the Products shall be due and payable by the Purchaser on demand by S+H, per the terms of the Notice of Demand from S+H.

13.3 S+H, in addition to any other rights of termination it has under this Contract may, at any time and for any reason, terminate the Contract for convenience by written notification within thirty (30) days. Written notification must be provided to Purchaser, stating that this Contract, or a specified part of this Contract, is terminated without any further obligations from S+H. Such termination shall explicitly not constitute default.

14. Limited Warranty

14.1 ABSENT A SEPARATE WARRANTY ISSUED TO PURCHASER, S+H WARRANTS ONLY TO THE PURCHASER THAT THE PRODUCTS WILL CONFORM TO ANY DESCRIPTION CONTAINED IN THE RELEVANT OFFER OR ORDER CONFIRMATION (IF ANY) AND WITH THE STANDARD SPECIFICATION FOR THE PRODUCTS FOR A PERIOD OF TWELVE (12) MONTHS FROM THE DATE OF DELIVERY. PRODUCTS SHALL BE DELIVERED FREE FROM DEFECTS IN MATERIAL, WORKMANSHIP AND TITLE AND SERVICES SHALL BE PERFORMED IN A COMPETENT AND DILIGENT MANNER IN ACCORDANCE WITH ANY MUTUALLY AGREED SPECIFICATIONS.

14.2 SUBJECT TO LIMITATIONS SET FORTH UNDER SECTION 14.1, IF THE PRODUCTS SUPPLIED OR SERVICES PERFORMED BY S+H DO NOT SATISFY THE WARRANTIES SPECIFIED IN SECTION 14.1 HEREOF, THE PURCHASER SHALL PROMPTLY, BUT NO LATER THAN SEVEN (7) DAYS AFTER SUCH A DEFECT SHOULD HAVE BEEN KNOWN NOTIFY S+H IN WRITING. ONCE A DEFECT HAS BEEN DETECTED, PURCHASER SHALL

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NOT TOUCH OR OTHERWISE HANDLE THE RELEVANT PRODUCTS. SUBJECT TO COMPLETE COMPLIANCE WITH THE FOREGOING AND UPON INSPECTION OF THE PRODUCTS AS WELL AS A DETERMINATION THAT AN APPLICABLE DEFECT EXISTS, S+H SHALL, AT NO COST TO THE PURCHASER AND AT ITS OPTION:

- a) REPAIR SUCH PRODUCTS;
- b) SUPPLY A REPLACEMENT;
- c) PERFORM REMEDIATING SERVICES; OR
- d) REFUND TO THE PURCHASER A PROPORTIONAL AMOUNT OF THE CONTRACT PRICE.

IF S+H DETERMINES THAT NO APPLICABLE DEFECT EXISTS, PURCHASER AGREES TO REIMBURSE S+H FOR ANY AND ALL COSTS ARISING OUT OF OR RELATING TO ITS WARRANTY CLAIM. THIS WARRANTY DOES NOT EXTEND TO INCLUDE S+H'S LABOR COSTS.

14.3 THE WARRANTY DOES NOT APPLY IN RESPECT OF DEFECTS DUE TO OR ARISING FROM:

- a) INCORRECT OR NEGLIGENT HANDLING BY THE PURCHASER OR A THIRD PARTY, INCLUDING ANY CHANGES TO ALLEGEDLY DEFECTIVE PRODUCTS, ACCIDENT, ACTS OF GOD, CAUSES BEYOND S+H'S CONTROL, AND UNAUTHORIZED USAGE OF THE PRODUCTS;
- b) NORMAL WEAR AND TEAR; AND
- c) ANY ACTIONS WHICH ARE IN CONFLICT WITH S+H'S INSTRUCTIONS.

14.4 IN CASE S+H DISCOVERS A DEFECT IN THE PRODUCTS, PURCHASER SHALL GRANT S+H ALL NECESSARY ACCESS TO THE PRODUCTS TO PERFORM ANY REPAIRS OR REPLACEMENTS.

14.5 WITH REGARDS TO SERVICES, THIS EXPRESS WARRANTY ONLY APPLIES IF:

- a) DEFECTS OCCUR WITHIN THIRTY (30) DAYS AFTER THE SERVICES HAVE BEEN PERFORMED;
- b) S+H IS NOTIFIED IN WRITING WITHIN SEVEN (7) DAYS OF THE ALLEGED DEFECT FIRST COMING TO THE NOTICE OF THE PURCHASER; AND
- c) THE PURCHASER HAS FULFILLED ALL OF ITS CONTRACTUAL OBLIGATIONS UNDER THE CONTRACT.

14.6 IN CASE THE PRODUCTS CONTAIN ANY THIRD PARTY PARTS, S+H WARRANTS SUCH PARTS ONLY TO THE EXTENT OF SUCH THIRD PARTY'S WARRANTY.

14.7 NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, ANY SAMPLES, DRAWINGS OR OTHER MATERIALS MADE AVAILABLE TO PURCHASER ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY.

14.8 THE EXPRESS WARRANTIES AND EXPRESS REPRESENTATIONS OF S+H SET FORTH IN THESE GTC ARE IN LIEU OF, AND S+H DISCLAIMS, ANY AND ALL OTHER WARRANTIES, CONDITIONS OR

REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE PRODUCTS AND SERVICES HEREUNDER, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NONINFRINGEMENT, INCLUDING FOR INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY RELATING TO PRODUCTS CREATED IN ACCORDANCE WITH PURCHASER'S OR A THIRD PARTY'S SPECIFICATIONS OR REQUESTS, MERCHANTABILITY OR FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE, WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE. S+H HEREBY EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION TO ANY PERSON OTHER THAN PURCHASER.

15. Limitation of Liability

15.1 NOTWITHSTANDING ANYTHING ELSE CONTAINED IN THE CONTRACT TO THE CONTRARY, S+H SHALL NOT BE LIABLE (TO THE FULLEST EXTENT PERMITTED AT LAW) WHETHER BY WAY OF INDEMNITY, GUARANTEE, OR BY REASON OF ANY BREACH OF CONTRACT, OR OF STATUTORY DUTY OR BY REASON OF TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR ANY OTHER LEGAL PRINCIPLE OR DOCTRINE FOR:

- a) ANY CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES;
- b) ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF REVENUE OR LOSS OF ANTICIPATED SAVINGS OR FOR ANY FINANCIAL OR ECONOMIC LOSS (WHETHER DIRECT OR INDIRECT); OR
- c) ANY OTHER AMOUNT IN AGGREGATE WITH ANY OTHER LIABILITY (BEING ANY PAST, PRESENT OR FUTURE LIABILITY) TO WHICH THIS SECTION APPLIES, THAT EXCEEDS THE AGGREGATE VALUE OF ALL PAYMENTS OF THE AMOUNTS PAID TO S+H FOR RELEVANT SHIPMENTS FOR A PERIOD OF THREE (3) MONTHS OR AN AMOUNT OF UP TO FIVE HUNDRED THOUSAND US DOLLARS (USD 500,000.00), WHICHEVER IS LESS.

15.2 THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

16. Indemnity

The Purchaser shall indemnify, defend and keep S+H harmless against all costs, claims, demands, expenses and liabilities of any nature, including, without prejudice to the generality of the foregoing, claims of death, personal injury, damage to property and consequential loss (including loss of profit), which may be made against S+H or which S+H may sustain, pay or incur as a result of or in connection with the sale of the Products and performance of the Services

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unless such costs, claims, demands, expenses or liabilities are directly and solely attributable to any willful misconduct or gross negligence of S+H or its duly authorized employee or agent.

17. Insurance

Purchaser shall, at its sole expense, maintain and carry all customary insurance in full force and effect with insurance companies rated A- or better by a rating service. Upon S+H's request, Purchaser shall provide S+H with a certificate of insurance from Purchaser's insurer evidencing the insurance coverage specified in this Section 17. Purchaser shall provide S+H with thirty (30) days' advance written notice in the event of a cancellation or material change in Purchaser's insurance policy. Except where prohibited by law, Purchaser shall require its insurer to waive all rights of subrogation against S+H's insurers and S+H.

18. Intellectual Property Rights

18.1 Intellectual property rights in the Products and Tools, quotations, drawings, plans, proposals or any other property remain with S+H or third parties.

18.2 Purchaser shall not reverse-engineer, decompile, disassemble or any other way alter the Products or Tools without S+H's prior written consent.

18.3 Purchaser is granted a non-exclusive, non-assignable, revocable and non-transferable right to use the intellectual property rights for the agreed purpose in the Contract.

18.4 If S+H creates Products in accordance with Purchaser's instructions, Purchaser shall ensure that such instructions and resulting Products do not infringe on any third party rights. In furtherance of Section 14.8, Purchaser shall be solely liable for any damages or other costs arising from a third party claim related to infringement of intellectual property rights on Products created in accordance with Purchaser's or a designated third party's specifications or requests.

19. Security Interest

19.1 To the extent that title to a Product passes to Purchaser before full payment and to ensure compliance with all of its obligations hereunder, Purchaser grants to S+H a security interest until all amounts due have been paid in full, in each case in good, collected and indefeasible funds (the "Release Date") in (a) all Products purchased in accordance with these GTC; (b) without in any way limiting any restrictions herein, any and all leases, chattel paper, instruments, accounts and security deposits relating in any way to such Products; and (c) in all proceeds thereof (the "Collateral"). Purchaser acknowledges

that the security interest granted under these GTC is a purchase money security interest under the Uniform Commercial Code as enacted in the State of Delaware ("UCC").

19.2 Purchaser expressly authorizes, ratifies and confirms past or future filings of one or more UCC financing statements or other documents by S+H or its designees to the extent deemed necessary or desirable by S+H. Such financing statements or documents may describe the Collateral in the manner in which S+H determines best protects S+H's interests in the Collateral and facilitates the future sale of Products.

19.3 In case Purchaser integrates or otherwise utilizes the Products in connection with the creation or modification of other products (the "New Products"), S+H shall retain all available rights in the Products. Purchaser shall at its sole cost ensure that the New Products are jointly owned by S+H and Purchaser until the Release Date.

19.4 Until the Release Date, Purchaser may only sell or utilize for the performance of services the Products or New Products in its normal course of business; provided that Purchaser shall ensure S+H's rights in the Products and New Products and assigns all receivables from such sale on a pro rata basis to S+H.

19.5 Until the Release Date and without limiting any other rights, in case Purchaser's financial viability deteriorates or will likely deteriorate as set forth under Section 10.4, S+H shall be entitled to directly receive payment for any sale or utilization for the performance of Services of the Products or New Products from Purchaser's customers. In order to implement the foregoing, S+H may take any action it deems necessary, including but not limited to demand payment for Purchaser's customers. from such sale on a pro rata basis to S+H.

19.6 Subject to the exceptions set forth herein, Purchaser shall not sell, pledge, transfer or assign the Products or New Products (for security or otherwise) or any receivables related thereto until the Release Date without S+H's written consent.

19.7 Until the Release Date, Purchaser shall (a) carefully maintain, and insure the Products; (b) protect such Products against any risks; and (c) take all reasonable measures in order that S+H's rights and interests in such Products are neither compromised nor cancelled.

19.8 In the event of a breach, S+H may utilize any remedies available to it at law or in equity, including but not limited to seizure of Products or disassemble of New Products to obtain the Products. In all cases,

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Purchaser will be responsible for S+H's costs and expenses in exercising its rights.

20. Confidentiality

20.1 Both Parties shall treat in strict confidence all information which is neither generally known nor generally accessible, including but not limited to illustrations, drawings, calculations and other documents, and shall use it only for the purpose of fulfilling the Contract. The Parties shall ensure the confidential treatment of all information relating to the Contract by their personnel and consulted specialists. In case of doubt, all information is to be treated confidentially.

20.2 Confidential information of a Party does not include information which:

- a) was already known to the other Party, before it was made accessible by the disclosing Party;
 - b) is or becomes generally known without the other Party's responsibility;
 - c) was disclosed to the other Party by a third party without any transfer restriction;
 - d) was developed by the other Party itself without using or referring to the confidential information of the protected Party; and/or
 - e) has to be disclosed based on a legally binding decision of a court, administrative or other authority.
- In this case the Party under the obligation to disclose shall inform the other Party immediately about the decision and consider protective measures the other Party may want to implement.

20.3 This obligation of confidentiality already exists prior to the conclusion of the Contract and remains valid until such information is no longer of proprietary nature. Any information concerning a Party's trade secret shall be kept confidential as long as such information remains protected by applicable law.

20.4 A Party must not disclose any confidential information to a third party without the prior written approval of the other Party to the Contract. If the approval is given, the obligations of confidentiality are to be transferred to the receiving third party.

20.5 Notwithstanding Section 20.4 of these GTC, S+H may disclose confidential information to its affiliates and advisors (lawyers, auditors, experts).

21. Data Protection

21.1 The Parties agree to carry out such steps as may be necessary to reasonably ensure adequate data protection, corresponding with respective applicable law. In particular, they undertake to take economically, technically and organizationally reasonable measures to protect any data connected or relating to the Contract.

21.2 The Parties transfer the commitments specified in this Section 21 to their subcontractors, suppliers and other third parties enlisted for the fulfillment of the Contract.

22. Compliance

22.1 The Purchaser agrees to comply with any and all applicable laws, regulations, ordinances, legal standards, and industry practices.

22.2 Without limiting the obligations under Section 22.1, Purchaser shall ensure any third party purchaser of a resold Product shall comply with all applicable laws, regulations, ordinances, legal standards, and industry practices.

23. Miscellaneous

23.1 Assignment. Purchaser shall not assign any of its rights under the Contract, except with the prior written consent of S+H. The preceding sentence applies to all assignments of rights, whether they are voluntary or involuntary, by merger, consolidation, dissolution, operation of law or any other manner. Any change of control transaction is deemed an assignment hereunder. Any purported assignment of rights in violation of this Section 23.1 is null and void.

23.2 Notices. Unless notice specifically allows email as provided in such section, all communications or notices required or permitted by the Contract shall be in writing and shall be deemed to have been given (a) on the date of personal delivery to an officer of or personally to the other Party, or (b) the day following deposit when properly deposited for overnight delivery with a nationally recognized commercial overnight delivery service, prepaid, and addressed as provided in the Contract, unless and until either of such Parties notifies the other in accordance with this Section 23.2 of a change of address.

23.3 Waiver. No waiver by S+H of any of the provisions of the Contract is effective unless explicitly set forth in writing and signed by S+H. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Contract 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.

23.4 Survival. Provisions of the GTC, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of the Contract, including but not limited to Section 15, 16, 18, 20, 21, 22 and 23.

23.5 No-Third Party Beneficiaries. The Contract is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein,

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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 the GTC and/or Contract.

23.6 Governing Law and Dispute Resolution.

(a) Any claims, disputes or controversies arising between the Parties hereunder shall be governed by and construed in accordance with the internal laws of the State of Delaware, without regard to conflicts of laws that would require the application of the laws of another jurisdiction.

(b) The Parties shall attempt to resolve any dispute, controversy, or claim arising under or relating to the Contract, or to a material breach, including its interpretation, performance, or termination. If the Parties do not reach settlement within a period of twenty (20) days, the Parties hereto shall submit the dispute to mediation on the terms and at a location determined by the Parties. If the Parties are unable to resolve a dispute through the methods outlined herein, either Party may refer the dispute to arbitration. The arbitration shall be conducted in accordance with the Commercial Rules of the American Arbitration Association, which shall administer the arbitration and act as appointing authority. The arbitration, including the rendering of the decision and/or award, shall take place in Birmingham, Alabama or any other location determined by the Parties, and shall be the exclusive forum for resolving the dispute, controversy, or claim. The arbitrator shall make the final determination as to any discovery disputes between the Parties. The award or decision of the arbitrator shall state the reasons upon which the award or decision is based, and shall be final and binding upon the Parties. The prevailing party shall be entitled to compensation for the expense of the arbitration, including, but not limited to, the award of reasonable attorneys' fees, at the discretion of the arbitrator. Both Parties waive their right to any appeal under any system of law. The award shall be enforceable before any court of competent jurisdiction upon the application to such court by either Party. The arbitrator shall have no authority to award any of the types of damages excluded by hereunder, and shall be so instructed by the Parties. Notwithstanding anything to the contrary herein, any Party may seek injunctive relief against the other Party with any court of proper jurisdiction with respect to any and all preliminary injunctive or restraining procedures pertaining to this Agreement or the breach of any relevant obligations, including but not limited to Section 20.

23.7 Entire Agreement. The Contract contains the entire agreement between the Parties with respect to the sale of Products and performance of Services and supersedes all prior agreements and understandings between the Parties.

23.8 Independent Contractor. For the purpose of the Contract, S+H is an independent contractor and nothing in herein shall be deemed to make S+H an agent, employee, partner, or joint venturer of Purchaser. Neither Party shall have any authority to bind, commit, or otherwise obligate the other Party in any manner whatsoever.

23.9 Audit. In the event Purchaser is entitled to audit or inspect any books, records or process of S+H (collectively an "Audit"), such an Audit is subject to five (5) business day's prior written notice, occurrence during S+H's normal business hours and in a manner that does not unreasonably interfere with S+H's business operations

23.10 Severability. Should any provision of the GTC and/or Contract be deemed incomplete, legally invalid or unenforceable, such provision may be severed from the GTC and/or Contract and be replaced by as closely an equivalent effective provision as possible. The remaining terms of the GTC and/or Contract shall remain in full force and effect.

23.11 Amendments. The GTC may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of S+H.

02-14-20, STRAEHLE+HESS Inc.