CONFIRMATION ACKNOWLEDGEMENT AND INVOCATION TERMS OF SALE: NOTICE: THIS CONFIRMATION ACKNOWLEDGEMENT OF SALE APPLY TO THE SALE TO THE SOUTH CAROLINA ABHRA ORDER

1. Applicability. These terms and conditions of sale (these “Terms”) are the only terms which govern the sale of the goods (“Goods”) by Spirax Sarco, Inc. (“Seller”) to a person or firm who purchases Goods from the Seller (“Buyer”). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms. The accompanying confirmation of sale (“Confirmation”) and these Terms comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations or understandings, whether written or oral, between the Seller and Buyer with respect to the sale of the Goods. No variation or amendment to these Terms shall be binding unless signed in writing by both parties. The Confirmation shall be deemed an offer, and any acceptance of these Terms by the Buyer shall be deemed to constitute acceptance of these Terms in full.

2. Payment. The price, taxes, and charges as stated on the Confirmation and/or invoice shall be paid before shipment or according to Buyer’s account established with Seller. Title and possession are delivered Ex Works with packed list and related documentation. Payment may be made to Seller’s designated address and account and not to company representatives. Any other invoices subsequently rendered by Seller that are paid after due date shall be charged a late payment charge of 1.5% per month. Returns are not allowed. Orders are subject to a $100 minimum charge. Returns must be processed with a Return Material Authorization number (“RMA”) procedure in effect at the time of return.

3. Taxes and Assessments. Sales, service, use, value added or excise taxes, freight, duties, imposts, and other charges which are the sole liability of Buyer. If Buyer asserts no sales tax is due, Buyer shall furnish a statement of exemption to the jurisdiction of any state or other taxing authority. Buyer shall pay all such taxes and charges.

4. Delivery, Title, Shipment and Risk or Loss. Date of delivery requested in the Order may be modified by the Confirmation or otherwise by a Force Majeure event. Risk of loss on dispatch Ex Works. Unless otherwise stated in writing by Buyer: (i) Seller may select packing, shipment, and routing carrier; (ii) Goods will be delivered according to shipping instructions and standard carrier conditions and special carrier conditions where applicable. In the absence of special instructions要求 shipments be made by truck, Thru-Wrap protection is available at an additional charge. (iii) Buyer shall inspect goods before packing and within 15 days of receipt, and (iv) quantities which do not vary more than 10% shall be deemed to comply with the Order (excluding packaged goods).

5. Force Majeure. Seller shall not be responsible for any delays or non-performance caused by events beyond Seller’s reasonable control as events of Force Majeure. Buyer may not refuse delivery on grounds of commercial frustration of purpose or impracticability.

6. Security Interest. As collateral security for the payment of the purchase price of the Goods sold by Seller to Buyer, Seller hereby grants to Buyer a lien on and security interest in and to all of the title, right and interest of Buyer in, to and under the Goods, wherever located, and as to which Buyer now or hereafter acquires or receives title to any time, and in all ascensions 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. Buyer may record its interest on public records evidencing such interest of Buyer. In the event that Seller shall have notice of or reasonable grounds to believe that Buyer intends to re-sell or otherwise dispose of all or any part of the Goods, Seller shall, without prejudice to the foregoing, have the right to refuse to deliver all or any part of the Goods and shall have no liability to Seller for such refusal.

7. LIMITED WARRANTY AND REMEDY. SELLER WARRANTS TO THE BUYER THAT FOR A PERIOD OF 12 MONTHS FROM THE DATE OF SHIPMENT, ITS GOODS WILL MATERIALLY CONFORM TO SELLER’S SPECIFICATIONS FOR SUCH GOODS AND SUCH GOODS WILL BE FREE FROM MATERIAL DEFECTS IN WORKMANSHIP AND MATERIALS. WARRANTY CLAIMS MUST BE Made WITHIN 30 DAYS AFTER THE DISCOVERY OF THE DEFECT OR LOSS OF THE WARRANTY PERIOD CAN BE EXTENDED FOR A FEE, ANY AGREED EXTENSION SHALL BE IMPLIED. SELLER’S ENTIRE LIABILITY FOR ANY BREACH OF WARRANTY IS LIMITED TO REPLACEMENT OR REPAIR OF THE GOODS. EXCLUDING CUSTOM GOOD OR NON-STOCK ITEMS WHICH ARE NON-RETURNABLE, RETURNS MAY BE ALLOWED UP TO 90 DAYS AFTER SHIPMENT IF WITH THE ORIGINAL INVOICE, RMA#, IN SALEABLE CONDITION IN SEALED PACKAGE SOLUTIONS. If Buyer wrongfully fails to accept a shipment after placing an order, Buyer remains the property of Seller and is recoverable by Seller at Seller’s expense. Buyer shall notify Seller of ship arrival at the port of debarkation and entry and goods must be inspected in 30 days thereafter.

8. Arbitration. If Buyer or Seller shall have any dispute, controversy, or claim arising out of or relating to this Agreement, or the enforcement, interpretation, or violation of this Agreement, or any of the representations, warranties or covenants made by Buyer or Seller, the parties shall submit such dispute to arbitration in accordance with the rules of the American Arbitration Association. The proceedings shall be in English and enforceable in any court of competent jurisdiction according to the South Carolina Arbitration Act and the United Nations Convention for the Enforcement and Recognition of Arbitral Awards unless the dispute is suitable to injudicial relief thereby affording a right to proceed in court without proceeding to arbitration. Submission to arbitration shall be made within 60 days after a default and conducted under South Carolina Civil Rules of Procedure and completed in 120 days.

9. Intellectual Property. The Buyer acknowledges that the intellectual property rights in the Goods and any materials prepared by the Seller or in its behalf which relate to the Goods and their development (including, without limitation, drawings, designs, samples, models and similar items) (“Goods Materials”) are the property of the Seller or the third party manufacturers of the Goods (as applicable). The Buyer shall not use or seek to register any trade mark or trade name (including any company name) which is identical to, confusingly similar to, or incorporates any trade mark or trade name which the Seller owns or claims rights in anywhere in the world. In the event Buyer supplies designs, specifications or instructions which are incorporated into the goods sold hereunder, or modifies any goods or combines them with other products, Buyer warrants that such goods will not infringe any patent, trademark, copyright or other intellectual property of another, and Buyer agrees to indemnify, hold harmless and defend Seller, its affiliates, successors, assigns, customers and users from and against any and all such losses, damages, liabilities, claims and demands (including attorney’s fees) and lawsuits at law or equity for infringement of any patents, trademarks, copyrights or other intellectual property rights relating to the goods arising from Buyer’s designs, specifications or instructions. Buyer shall claim no intellectual property rights, drawings, marks, patents of Seller.

10. Product Information. All information heretofore furnished by the Buyer to the Seller regarding the Buyer's intended use of the Goods as well as any other information, including but not limited to, designs, models and similar items, which is the property, from and against any and all such losses, liabilities, claims and demands (including attorney’s fees) and lawsuits at law or equity for infringement of any patents, trademarks, copyrights or other intellectual property rights of the Goods, Buyer shall, on request of Seller, execute any instrument required to perfect, maintain or enforce such security interest. Seller shall release such security interest upon payment of the purchase price in full by the Buyer.

11. Confidential Information. The Buyer represents and warrants that any confidential information which is identified as “confidential” in connection with an Order is confidential, solely for the use of performing the Order and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller’s request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injudicial relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

12. Limitation of Liability. Seller shall not be liable for a breach of warranty if: (i) Buyer makes any further use of the Goods after giving notice to Seller of an alleged defect or (ii) the defect arise because Buyer failed to follow Seller’s oral or written instructions as to storage, installation, commissioning, use or maintenance of the Goods or any written instructions or recommendations given by Seller in connection with the Goods or any part thereof or (iii) the Goods were altered or modified by Buyer. The remedies set forth in this Section 7 are the Buyer’s sole and exclusive remedy and Seller’s entire liability for any breach of warranty.

13. LIMITATION OF LIABILITY. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES WHETHER RESULTING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE, AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL SELLER’S AGGREGATE LIABILITY TO BUYER EXCEED THE PRICE OF THE GOODS SOLD UNDER THIS ORDER.

14. Returns. Excluding custom goods or non-stock items which are non-returnable, returns may be allowed up to 90 days after shipment if with the original invoice, RMA#, in saleable condition in sealed original packages and conform to current catalogue description, freight prepaid. Excluding valid warranty claims, credits issued on returns will be less original freight costs and return freight costs plus a 25% stock charge of the invoice value. A warranty claim made against a single shipment under an installment sale shall not be deemed to impair the value of the total shipments which Buyer agreed to purchase under its Order. Special Packaging requested by Buyer remains the property of Seller and is recoverable by Seller at Seller’s expense. Buyer shall notify Seller of ship arrival at the port of debarkation and entry and goods must be inspected in 30 days thereafter.

15. Force Majeure. No Order shall be cancelled by the Buyer except with the Seller’s prior consent in writing. In the event of the Seller agreeing to the Buyer cancelling all or any part of the Order, the Buyer may, without prejudice to any other rights against the Buyer which it may have, require the Buyer to pay a cancellation charge. Any cancellation charge will correspond to the type of contract being cancelled and will be notified in writing to Buyer within 7 days of its request for cancellation. Contracts for specialist or tailored Goods may be subject to a cancellation charge of 100% of the price of the Order after the Confirmation has been sent. The Seller may put an Order under an account to Seller and may not pay any moneys to a Buyer after the termination of such Order and such failure continues for 7 days after Buyer’s receipt of written notice of nonpayment; (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 or receivership, receivership, reorganization or assignment for the benefit of creditors.

16. Arbitration. Any dispute resulting from or related to the sale of the Goods or the terms of this Agreement shall be submitted to arbitration in accordance with the rules of the American Arbitration Association. The proceedings shall be in English and enforceable in any court of competent jurisdiction according to the South Carolina Arbitration Act and the United Nations Convention for the Enforcement and Recognition of Arbitral Awards the dispute is suitable to injudicial relief thereby affording a right to proceed in court without proceeding to arbitration. Submission to arbitration shall be made within 60 days after a default and conducted under South Carolina Civil Rules of Procedure and completed in 120 days.

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