



know-how, price lists, costs, policies, techniques, trade practices, accounting methods, methods of operation or other data that Seller considers confidential, and trade secrets of every kind relating to Seller's business, whether or not patentable or copyrightable. Such information shall remain the exclusive property of Seller and shall be returned to Seller upon request at any time. Further, these Terms and Conditions do not constitute a license or authorization of any kind for Buyer to use any of the trademarks or trade names owned or licensed by Seller.

**12. INDEMNIFICATION; WAIVER OF IMMUNITY.** SELLER SHALL NOT BE LIABLE FOR AND BUYER SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS SELLER AND ANY ENTITY AFFILIATED IN ANY WAY THEREWITH, FROM ANY CLAIMS, DEMANDS, DAMAGES (REGARDLESS OF THEIR TYPE, INCLUDING, BUT NOT LIMITED TO DIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL), LIABILITIES, LOSSES AND EXPENSES (WHETHER KNOWN OR UNKNOWN, PRESENT OR FUTURE), ANY AND ALL LIABILITY, OF AND FROM ANY AND ALL MANNER OF SUITS, ACTIONS OR CAUSE(S) OF ACTION (INCLUDING BUT NOT LIMITED TO SUITS FOR CONTRIBUTION AND/OR INDEMNITY AND ALL SUITS IN LAW, IN EQUITY, OR UNDER STATUTE, OF WHATEVER KIND OR NATURE) ON ACCOUNT OF OR IN ANY WAY ARISING OUT OF ACTS OR OMISSIONS OF BUYER, ITS AGENTS, CONTRACTORS, EMPLOYEES OR ANY PERSON UNDER THEIR CONTROL AND RELATING IN ANY WAY TO THE GOODS AND/OR SERVICES PROVIDED UNDER A QUOTATION OR THE EQUIPMENT RELATED THERETO, INCLUDING, BUT NOT LIMITED TO BUYER'S USE, INSTALLATION, INCORPORATION OR SELECTION THEREOF. BUYER HEREBY WAIVES ANY IMMUNITY OR DEFENSE UNDER APPLICABLE WORKERS' COMPENSATION LAWS OR OTHER LAWS THAT WOULD OTHERWISE LIMIT BUYER'S OBLIGATIONS HEREUNDER.

**13. MANUALS.** To the extent an equipment manual is delivered to Buyer with goods (applicable exclusively to those goods where such a manual is produced), Seller reserves the right to assess a charge, per manual, for each additional manual requested by Buyer. Each manual produced by Seller is a confidential, proprietary and copyrighted document and may not be copied, published or reproduced in any manner or form without prior written agreement of Seller. Such agreement is at the sole discretion of Seller and Seller may revoke the same at its discretion at any time.

**14. APPROVAL DRAWINGS.** Approval drawings, if provided to Buyer by Seller and either signed by a representative of Buyer with apparent authority to do so or not objected to by Buyer in writing within a reasonable time or, if required, the time required by Seller, shall constitute exclusive proof regarding Buyer's verification and acceptance of the dimensions and other information described therein and Buyer shall be entitled to rely on such approval drawings to develop a Quotation and provide the goods and/or Services referenced therein. Buyer hereby assumes any and all responsibility for any inaccurate or incomplete information contained therein. **TO THE EXTENT THAT BUYER PROVIDES THE DESIGN AND/OR SPECIFICATIONS FOR ANY GOODS OR SERVICES TO BE PERFORMED BY SELLER, BUYER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS SELLER AGAINST ALL CLAIMS, SUITS, AND CAUSES OF ACTION AND FROM ALL COSTS, EXPENSES, DAMAGES AND LIABILITIES (INCLUDING BUT NOT LIMITED TO ATTORNEYS AND CONSULTANTS FEES) FOR ACTUAL OR ALLEGED INFRINGEMENT OF ANY UNITED STATES OR FOREIGN PATENT, COPYRIGHT, TRADEMARK, INTELLECTUAL PROPERTY RIGHTS, OR PROPRIETARY RIGHTS OF THIRD PARTIES BY REASON OF THE USE, SALE, MANUFACTURE, OR DESIGN OF SUCH GOODS AND/OR SERVICES COVERED BY THESE TERMS AND CONDITIONS.**

**15. COMPLIANCE WITH LAWS; EMBARGOES AND ECONOMIC SANCTIONS COMPLIANCE.** Buyer shall at all times comply with all federal, state, local and provincial laws, ordinances, regulations, and orders that are applicable to the goods and/or Services provided by Seller and its performance hereunder, except to the extent that failure to comply therewith could/would not, in the aggregate, reasonably be expected to have a material adverse effect on its business or on its ability to comply with its obligations under these Terms and Conditions.

Buyer represents and warrants that Buyer: (i) is and shall remain in compliance with all laws administered by the United States Office of Foreign Assets Control or any other applicable governmental entity imposing economic sanctions and trade embargoes ("Economic Sanctions Laws") against designated countries, entities and persons (collectively, "Embargoed Targets"); (ii) is not an Embargoed Target or otherwise subject to any Economic Sanctions Law; and (iii) shall comply with all Economic Sanctions Laws. Without limiting the generality of the foregoing, Buyer shall not (a) directly or indirectly export, re-export, transship or otherwise deliver any goods and/or Services provided by Seller or any portion of such goods and/or Services to an Embargoed Target, or (b) broker, finance or otherwise facilitate any transaction in violation of any Economic Sanctions Law.

**BUYER SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS SELLER OR ANY ENTITY AFFILIATED IN ANY WAY THEREWITH FROM ANY CLAIMS, DEMANDS, DAMAGES LIABILITIES, FINES, PENALTIES, LOSSES AND EXPENSES OF AND FROM ANY AND ALL MANNER OF SUITS, ACTIONS OR CAUSE(S) OF ACTION (INCLUDING BUT NOT LIMITED TO SUITS FOR CONTRIBUTION AND/OR INDEMNITY AND ALL GOVERNMENTAL ACTIONS AND/OR SUITS IN LAW, IN EQUITY, OR UNDER STATUTE, OF WHATEVER KIND OR NATURE) ON ACCOUNT OF OR IN ANY WAY ARISING OUT OF BUYER'S BREACH OF THIS SECTION 15.**

**16. SURVIVAL.** Each section hereof intended for the benefit of Seller shall survive the delivery of the goods or expiration or termination of the Services outlined in a Quotation.

**17. ENTIRE AGREEMENT.** These Terms and Conditions and the applicable Quotation, together with Seller's Standard Warranty incorporated herein by reference, represent the

entire agreement between Seller and Buyer. **THESE TERMS AND CONDITIONS AND THE PRICES SET OUT IN A QUOTATION SPECIFICALLY RECOGNIZE THE ALLOCATION OF THE RISKS OF PERFORMANCE OF THE PARTIES AS WELL AS THE LIMITATION OF LIABILITY AND DAMAGES AND THE RECOVERY OF COLLECTION COSTS, AND THE PARTIES EXPRESSLY AGREE THAT THESE LIMITATIONS ON REMEDIES, RESPONSIBILITY FOR COLLECTION COSTS, AND OBLIGATIONS TO INDEMNIFY ARE ESSENTIAL PARTS OF THE AGREEMENT BETWEEN THEM AND ARE SPECIFICALLY BARGAINED FOR.** Any purchase order or other document issued by Buyer shall be deemed to (i) be solely for the record keeping convenience of Buyer, and (ii) confirm these Terms and Conditions and not add to, delete from, or otherwise change or modify these Terms and Conditions or those contained in a Quotation.

**18. SEVERABILITY.** The partial or complete invalidity of any one or more provisions of these Terms and Conditions shall not affect the validity or continuing force and effect of any other provision. If any portion of these Terms and Conditions shall be determined to be invalid or unenforceable, that portion shall automatically be modified to the extent necessary to make it valid. Notwithstanding the foregoing, such determination of invalidity or unenforceability shall not affect any other portion of these Terms and Conditions and such other portions shall remain in full force and effect.

**19. GOVERNING LAW; JURISDICTION.** Any controversy arising out of or related to these Terms and Conditions, a Quotation, the provision of goods and/or Services thereunder, or any contract between Seller and the Buyer shall be construed and governed by the laws of the State of Ohio, including Article 2 of the Uniform Commercial Code as codified in Ohio Revised Code Chapter 1302, notwithstanding conflicts of law principles. Any action arising from or related to these Terms and Conditions, a Quotation, the provision of Services and/or goods thereunder, or any contract between Seller and the Buyer shall be instituted and litigated in any state court located in Clark County, Ohio, or in any federal court with jurisdiction over Clark County, Ohio. Seller and Buyer hereby irrevocably consent to the jurisdiction of the courts of Clark County, Ohio. The rights and obligations of Seller and Buyer will not be governed by the provisions of the 1980 United Nations Convention on Contracts for the International Sale of Goods; rather these rights and obligations will be governed by the laws of the State of Ohio.

**20. WAIVER.** No waiver by Seller of any breach of any term or condition of these Terms and Conditions shall be deemed a waiver of any other breach. No delay in enforcement of rights by Seller will be deemed a waiver, and Seller's failure to object to any provision contained in any communication from Buyer shall not be deemed an acceptance thereof or a waiver of any of these terms and conditions.

**21. NUCLEAR LIABILITY.** In the event that the goods and/or Services provided by Seller and/or otherwise identified in these Terms and Conditions or in a Quotation are provided, used, or otherwise employed in, on or around a facility generating and/or otherwise employing in any manner nuclear, radioactive or ionizing radiation whether as a fuel, product or any other substance, the terms and conditions of the Seller Nuclear Liability Addendum (Revision 12.31.2012) incorporated by reference as if fully rewritten herein and a copy of which is attached to the Quotation or is available at Seller's website or upon request of Buyer.

**22. ENGLISH LANGUAGE.** Buyer and Seller confirm that it is their wish that these Terms and Conditions and each Quotation as well as all other documents relating to these Terms and Conditions and each Quotation, including notices, be drawn up in English only. O Comprador e o Vendedor confirmam que é de interesse de ambos que estes Termos e Condições e cada Cotação, assim como todos os outros documentos relativos a estes Termos e Condições e a cada Cotação, incluindo notificações, devem ser redigidos apenas em inglês. L'acheteur et le vendeur confirment qu'ils désirent que les présentes modalités et conditions, chaque devis ainsi que tous les autres documents connexes, y compris les avis, soient rédigés uniquement en anglais. El Comprador y el Vendedor confirman que desean que estos Términos y condiciones y cada uno de los Presupuestos/las Cotizaciones, así como todos los demás documentos relacionados con estos Términos y condiciones y con cada uno de los Presupuestos/las Cotizaciones, incluidas las notificaciones, se redacten únicamente en inglés.