

## General Conditions of Sale

### I. GENERAL

THE FOLLOWING TERMS AND CONDITIONS SHALL CONSTITUTE THE COMPLETE AND FINAL AGREEMENT FOR ANY CONTRACT RESULTING BETWEEN HUDSON PRODUCTS CORPORATION ("HUDSON") AND BUYER. NOTICE OF OBJECTION IS HEREBY GIVEN TO ANY ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS CAN ONLY BE MODIFIED BY A WRITTEN INSTRUMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF EACH PARTY. THE LAWS OF THE STATE OF TEXAS SHALL APPLY TO THIS AGREEMENT EXCEPT FOR THE CHOICE OF LAW PRINCIPLES OF THE STATE OF TEXAS. THE PARTIES AGREE THAT THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS (VIENNA SALES CONVENTION) DOES NOT APPLY TO THIS CONTRACT.

### II. TERMS OF PAYMENT

Unless otherwise stated, payment shall become due pro rata as shipments are made and all payments will be due within thirty (30) days after the date of the invoice. If shipment is delayed by Buyer, invoice shall be dated on the date of readiness for shipment for payment purposes. If Hudson's manufacturing is delayed by Buyer, Buyer shall pay that portion of the purchase price which is equal to the percentage of completion; the balance shall be payable in accordance with the terms as stated.

### III. TITLE AND RISK OF LOSS

Title to the equipment to be supplied hereunder shall pass to Buyer upon full payment or upon delivery to Ex-Works (Beasley, TX) Incoterms 2010, whichever occurs last. Notwithstanding the foregoing, risk of loss of or damage to the equipment shall remain with Hudson until delivery of the equipment Ex-Works (Beasley, TX) Incoterms 2010, with assistance in loading. If Buyer is unable to take delivery when the equipment is ready for shipment, the equipment will be stored at Buyer's expense and risk of loss shall immediately pass to Buyer immediately. In the event Buyer does not make the delivery arrangements for the order within three (3) business days of the delivery date, then Buyer shall be charged storage fees according to Hudson's then-current standard storage fee schedule.

### IV. PROPRIETARY INFORMATION

All documents, drawings or writings ("Information") of any kind or in any form provided to Buyer by Hudson are and shall remain the property of Hudson. Buyer acknowledges that

the Information may contain trademarked, copyrighted, or otherwise proprietary and/or confidential concepts, ideas and data, all of which is and shall remain owned solely by Hudson. In light of these acknowledgements, Buyer agrees to keep confidential and treat all information as if Buyer itself held a confidential and proprietary interest in the Information; to obtain Hudson's written permission prior to any disclosure or distribution of the Information to third parties and/or prior to the incorporation of the Information into any database, network or other computerized system; and to properly identify and attribute Hudson's proprietary interest in the Information including all appropriate trademark and/or copyright notices, whenever Information is disclosed or distributed pursuant to this Section. Buyer shall promptly return any Information to Hudson upon request and Buyer and its agents shall abide by all nondisclosure terms and other reasonable provisions required by Hudson as a condition of visiting any Hudson facility. Except to the extent that the Information may be relied upon by Buyer to use and operate the equipment for its intended purpose, nothing in this Agreement shall be construed as an implicit or explicit license by Hudson to Buyer to make, use, research and develop, sell, copy, disclose, distribute, or otherwise benefit from the proprietary or confidential nature of the Information. The rights and obligations of this Section shall survive the cancellation, completion or any other termination of this agreement for a period of three years.

### V. WARRANTY

Hudson warrants the equipment as manufactured by Hudson and delivered hereunder will be free from defects in workmanship and material and shall conform to the agreed upon specifications for the equipment, subject to any of Hudson's technical clarifications and exceptions, for a period of eighteen (18) months after notice of readiness to ship has been provided to Buyer or twelve (12) months after installation, whichever occurs first. Notwithstanding the foregoing, the warranty period for Tuf-Lite® products (excluding high-temperature products) is thirty-six (36) months after notification of readiness to ship is sent to Buyer. Hudson does not warrant or guarantee materials or equipment manufactured by third parties and Hudson shall not be liable for any loss or damage resulting from the failure of such equipment to meet manufacturer's guarantees, either express or implied, nor for any loss or damage resulting from defective

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workmanship or design of such materials or equipment. Hudson hereby assigns to Buyer to the fullest extent possible all warranties and guarantees on materials and equipment manufactured by such third parties and supplied to Hudson for resale.

Hudson shall, at its expense, only be responsible for the repair or replacement of the defective portion of any equipment, or, at Hudson's option, Hudson may refund to Buyer the price paid to Hudson by Buyer for the defective item(s). Hudson shall not be responsible for the removal, delivery, return, or re-installation of any repaired or replaced equipment. For the foregoing remedy to apply, the defect must occur during the warranty period set forth above, use of defective equipment must be promptly discontinued, and Buyer must give Hudson written notification within thirty (30) days after Buyer's discovery of the defect. Hudson shall not be liable for any harm or damage to Buyer as a result of Buyer's delay in notifying Hudson of a warranty claim herein. Further, this warranty and remedy shall apply only if Buyer properly unloads, stores, maintains, and installs the equipment, protects the equipment from damaging agents, and operates the equipment in a normal and proper manner and not in excess of any applicable rating limitations or design specifications. Hudson makes no warranty whatsoever regarding resistance of materials to corrosion or erosion. In no event shall Buyer back charge any of Buyer's repair costs associated with repairing the equipment from monies owed to Hudson unless agreed to in writing by the parties. Hudson does not warrant the type of materials selected for the equipment because such material was selected by Buyer in its specifications for the equipment. THE EXPRESS WARRANTIES, GUARANTEES AND REMEDIES STATED HEREIN ARE IN LIEU OF ALL OTHERS, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR USE AND ANY REMEDIES OF REJECTION, REFUSAL, RETURN OR REVOCATION. THE EXPRESS WARRANTIES, GUARANTEES AND REMEDIES PRECLUDE ANY OTHER CLAIMS OF RELIEF, OR ANY ALLEGED BREACH OF WARRANTY OUTSIDE THE SCOPE OF THE EXPRESS WARRANTIES.

### VI. DELAY IN PERFORMANCE

Except for the payment of monies due hereunder or as otherwise set forth, neither party shall be liable for any expense, loss or damage resulting from delay or prevention of performance caused by force majeure events which are beyond the reasonable control of the party affected. In the event Hudson is delayed by reason of force majeure, the time for performance and delivery shall be extended by a period of time equal to the period of delay.

### VII. TAXES

The prices for equipment are exclusive of any present or future federal, state, municipal or other sales or use tax or any other present or future excise tax upon the equipment. If Hudson is required by applicable law or regulation to pay or collect any tax on the equipment, then such tax and any penalties and interest thereon shall be reimbursed to Hudson by Buyer.

### VIII. TEST OF EQUIPMENT

Any performance tests of equipment shall be made in accordance with procedures to be agreed upon in writing between Hudson and Buyer. Hudson shall be notified of and may witness any such test. All such tests shall be conducted within the warranty period. Buyer shall obtain Hudson's written permission prior to any disclosure to a third party concerning the nature or results of such tests.

### IX. CANCELLATION

Buyer may cancel orders entered on Hudson's books only after Hudson consents thereto and Buyer agrees to pay Hudson for all costs incurred by Hudson, all costs to cancel orders by Hudson for performance, and a reasonable amount for Hudson's profit.

### X. LIMITATION OF LIABILITY

**Hudson and its affiliates and their respective subcontractors and vendors of any tier (for this Section, "Hudson") shall not be liable for consequential, special, indirect or incidental damages or for any loss of use, profits, revenue, opportunity, capital, financing, product or business opportunity, and Hudson's cumulative liability for all other claims, loss and damages shall be limited in the aggregate to the total purchase amount paid to Hudson for the specific equipment or services giving rise to liability. Buyer shall ensure that Hudson's cumulative liability to Buyer and the users of the equipment and**

**services shall not exceed in the aggregate Hudson's liability hereunder. This Section applies notwithstanding anything to the contrary in this Agreement or otherwise and regardless of whether liability arises in contract, negligence, statute or otherwise.**

**XI. FCPA AND INTERNATIONAL TRADE**

Buyer agrees to comply with all applicable national, federal, state and local laws, ordinances and regulations of the United States of America and of all other applicable anti-bribery and anti-corruption laws of non-U.S. jurisdictions, including without limitation all provisions of the United States Foreign Corrupt Practices Act and any amendments thereto (the "FCPA"). In furtherance and not in limitation of the foregoing covenants, Buyer represents and covenants that it has not paid and will not, directly or indirectly, pay, offer, give, promise (or authorize such) anything of value to any official or employee or any national, state, or local government of any country, or any agency or instrumentality thereof, to any candidate for public office, to any political party, or any officer or employee thereof in violation of the FCPA or other applicable anti-bribery laws. Buyer acknowledges and agrees that Hudson has the right to terminate the Agreement and any other agreement between Hudson and Buyer in the event that Hudson determines, in its sole discretion exercised in good faith, that Buyer has committed a violation of the FCPA or any other applicable anti-bribery or anti-corruption law or regulations. Buyer shall defend, indemnify and hold Hudson harmless from any claims, suits, investigations, penalties, and fines of any kind resulting from any FCPA or other anti-bribery or anti-corruption investigation which may occur as a result of any conduct by Buyer. These FCPA Compliance provisions shall survive any termination, lapse or expiration of the Agreement for a period of twenty-four (24) months. Buyer warrants, guarantees, and represents that any products obtained from Hudson shall be used for inventory purposes, unless otherwise notified to Hudson in writing. In addition, Buyer warrants, guarantees, and represents that it shall not, directly or indirectly, disclose, export, re-export, or transfer in any manner any goods, software, technology, services and/or technical data in violation of any applicable U.S. or applicable foreign laws or regulations governing international trade, export controls, sanctions or embargoes. Buyer acknowledges and agrees that Hudson has the right to terminate the Agreement and any other

agreement between Hudson and Buyer in the event that Hudson determines, in its sole discretion exercised in good faith, that Buyer has committed a violation of any applicable U.S. or applicable foreign laws or regulations governing international trade, export controls, sanctions or embargoes. Buyer shall defend, indemnify and hold Hudson harmless from any claims, suits, investigations, penalties, and fines of any kind resulting from any investigation involving an alleged violation of U.S. or applicable foreign laws or regulations governing international trade, export controls, sanctions or embargoes investigation which may occur as a result of any conduct by Buyer. These provisions shall survive any termination, lapse or expiration of the Agreement for a period of five (5) years.

**XII. DATA PRIVACY NOTICE**

For information regarding Hudson's processing of personal data, see the Chart Privacy Information, which is available at <http://www.chartindustries.com/Terms-Conditions>. Buyer represents and warrants that it will provide such privacy statement to all of Buyer's employees, contractors, agents, or other persons authorized to act on Buyer's behalf at or before the time that any such persons interact with or provide any personal information to Hudson.