

NWL, INC.

GENERAL TERMS AND CONDITIONS OF SALE

THE TERMS AND CONDITIONS SET FORTH HEREIN GOVERN THE QUOTATION AND CONFIRMATION OF ORDERS FOR THE SALE OF PRODUCTS ("PRODUCTS") FROM NWL, INC. ("NWL") TO PURCHASER ("PURCHASER") (COLLECTIVELY, THE "AGREEMENT"). ALL QUOTATIONS ARE MADE AND ALL ORDERS ARE ACCEPTED BY NWL SUBJECT ONLY TO THESE TERMS AND CONDITIONS.

1. **TERMS OF AGREEMENT**

The sale, shipment and delivery by NWL of Products will be subject to and governed exclusively by the terms and conditions set forth herein. The term "Products" means the materials, equipment or services furnished by NWL to the Purchaser hereunder. **ANY ACCEPTANCE BY NWL IS MADE EXPRESSLY CONDITIONAL UPON THE PURCHASER'S ASSENT TO THE TERMS AND CONDITIONS SET FORTH HEREIN.** Any additional or differing terms and conditions contained on any documents prepared or submitted by Purchaser, including but not limited to those contained in Purchaser's drawings and specifications (whether or not such terms materially alter these terms and conditions), are hereby rejected by NWL and shall not become part of the agreement between Purchaser and NWL. No course of dealing, usage of trade or course of performance shall be relevant to explain or supplement any of these Terms and Conditions.

2. **QUOTATIONS; ACCEPTANCE OF ORDERS**

Quotations by NWL shall be deemed to be offers by NWL to sell the Product described therein subject to these Terms and Conditions, and acceptance of such offers is expressly limited to acceptance by Purchaser of all of these Terms and Conditions within thirty (30) days from the date of the quotation. Submittal of any further purchase documents by Purchaser, or execution of this offer by Purchaser, or allowing NWL to commence work, shall be subject to and will be deemed to constitute acceptance of these Terms and Conditions. Acceptance by NWL of Purchaser's purchase order(s) is expressly conditioned upon Purchaser's assent to these Terms and Conditions. All purchase orders will be subject to approval by NWL.

3. **PRICES**

All prices are subject to change without notice. In the event of a change in NWL's prices, the price for Product unshipped will be the price in effect on the date of shipment. All prices quoted, all orders accepted, and all billings rendered are exclusive of all federal, state and local withholdings, excise, sales, use and similar taxes, tariffs, import/export duties, fees, or charges imposed by any governmental authority on this transaction. Purchaser will reimburse NWL for any such tax, tariff, duty, fee or charge, at the time of sale or thereafter, that NWL is required to pay.

4. **DELIVERY; RISK OF LOSS**

Shipping dates are estimates only which are not guaranteed and are based upon prompt receipt from Purchaser of all information necessary to permit NWL to proceed with work immediately and without interruption. No contract has been made to ship in a specified time and any "time is of the essence" clause or language and claims for back charges are specifically rejected. NWL reserves the right to make delivery in installments and to ship products as they become available, all such installments to be separately invoiced and paid for by Purchaser when due per invoice, without regard to subsequent deliveries.

5. **EXCUSABLE DELAYS**

NWL shall not be liable for delay in delivery, or failure to manufacture, due to causes beyond its reasonable control, unforeseeable circumstances, or due to acts of God, acts of the Purchaser, acts of civil or military authority, priorities, fires, strikes, labor disputes, floods, epidemics, quarantine restrictions, war (declared or undeclared), terrorism, riots, delays in transportation, car shortages, inability to obtain timely instructions and information from Purchaser, and inability due to causes beyond NWL's reasonable control to obtain necessary labor, materials, or manufacturing facilities. In the event of any such delay, NWL may, at its option, cancel Purchaser's order with respect to any undelivered Product or extend the date of delivery for a period equal to the time lost by reason of the delay. In the event NWL elects to so cancel the order, NWL shall be released of and from all liability for failure to deliver the Product, including, but not limited to, any and all claims on behalf of Purchaser for lost profits, or any other claim of any nature which Purchaser might have.

6. **TRANSPORTATION**

Unless otherwise agreed in writing by NWL, all domestic shipments of the Products hereunder shall be made net F.O.B. NWL's factory and all shipments to locations outside the United States shall be made FCA (INCOTERMS) NWL's factory to Purchaser's designated carrier in accordance with the version of INCOTERMS published by the International Chamber of Commerce in effect on the date of NWL's acceptance of Purchaser's order. Export packaging is not included. NWL reserves the right to supply the Products ordered by Purchaser from any of NWL's manufacturing facilities. Unless otherwise agreed in writing by NWL all transportation expenses shall be paid by the Purchaser, and NWL shall ship as it sees fit unless otherwise instructed in writing by Purchaser. Delivery of Product to a commercial carrier at NWL's factory shall constitute delivery to Purchaser and any risk of loss or damage to Products in transit shall fall upon the Purchaser, whose responsibility it shall be to file claims with the carrier. Purchaser shall provide whatsoever insurance against loss or damage it considers necessary once the Products leave NWL's factory.

7. **PAYMENTS**

Unless otherwise agreed in writing by NWL all prices are stated in U.S. Dollars and all invoices issued by NWL and payments made by Purchaser will be made in U.S. Dollars. Invoices shall be due and payable within thirty (30) days of the invoice date without discount. Payments not made within thirty (30) days are subject to a finance charge of one and one-half percent (1½%) or the maximum legal rate, whichever is less, on the outstanding balance each month or part thereof until paid. Notwithstanding the above, the following payment terms may be required for international orders:

- Letter of Credit – Payment shall be made by an Irrevocable Letter of Credit issued in favor of NWL, as beneficiary, to be advised, confirmed and payable at NWL's bank. The Letter of Credit must be opened sixty (60) days prior to the acknowledged ship date with validity held forty five (45) days past such date and must be payable at sight in U.S. Dollars for one hundred percent (100%) of the amount invoiced. Partial shipments shall be allowed.
- Cash in Advance – Payment may be by wire transfer to NWL. Payment must include estimated shipping and transportation services charges.

If, in the judgment of NWL, the financial condition of the Purchaser at any time does not justify continuance of production or shipment on the terms of payment originally specified, NWL may require full or partial payment in advance, and, in the event of the bankruptcy or insolvency of the Purchaser or in the event any proceeding is brought by or against the Purchaser under the bankruptcy or insolvency laws NWL shall be entitled to cancel any order then outstanding and shall receive reimbursement for its cancellation charges upon submission of its invoice. If Purchaser fails to fulfill any condition hereunder, NWL may suspend performance and any costs incurred by NWL as a result thereof will be paid by Purchaser. NWL will be entitled to an extension of time for performance of its obligations equal to the period of Purchaser's non-fulfillment whether or not NWL elects to suspend performance. If such non-fulfillment is not rectified by Purchaser promptly upon notice thereof, NWL may cancel any order then outstanding and Purchaser will pay NWL its cancellation charges upon submission of NWL's invoice. Payment on installment shipments shall become due as shipments are made. Each shipment shall be considered a separate and independent transaction, and payment therefore shall be made accordingly. If shipments are delayed by the Purchaser, payments shall become due on the date when NWL is prepared to make shipment. If the work covered by the purchase order is delayed by the Purchaser, payments shall be made based on the purchase price and the percentage of completion. Products held for the Purchaser shall be at the risk and expense of the Purchaser. NWL reserves the right to ship to its order and make collection by sight draft with bill of lading attached. Purchaser agrees to pay all of NWL's costs and expenses of collection and related litigation, including but not limited to attorneys' fees and costs.

8. **STORAGE**

If Product is not shipped within thirty (30) days after notification has been made to Purchaser that it is ready for shipping, for any reason beyond NWL's control, including Purchaser's failure to give shipping instructions, NWL may store the Product at Purchaser's risk and expense in a warehouse or on NWL's premises, and Purchaser shall pay all handling, transportation and storage costs at the prevailing commercial rates promptly following NWL's submission of invoices for such costs.

9. **SECURITY AGREEMENT AND FINANCING STATEMENTS**

To secure payment of the purchase price and of all monies which may be due hereunder, and performance of all of Purchaser's obligations hereunder, Purchaser hereby grants to NWL a security interest in all Products sold by NWL to Purchaser, and agrees to execute such other Security Agreements and Financing Statements as NWL may reasonably request.

10. **INSURANCE**

Until payment in full of the purchase price, Purchaser shall maintain insurance covering all Products sold by NWL to Purchaser in such amounts and against such risks as is customary by companies engaged in the same or similar business and similarly located, and shall, upon NWL's request, furnish evidence of such insurance satisfactory to NWL.

11. **TAXES**

NWL's prices do not include any applicable sales, use, excise, or similar taxes (foreign and domestic). Consequently, in addition to the prices specified herein, the amount of any present or future sales, use, excise, or other similar tax applicable to the sale of the Products hereunder shall be paid by the Purchaser to NWL upon submission of NWL's invoice, or in lieu thereof the Purchaser shall provide NWL with a sales tax exemption certificate acceptable to the taxing authorities.

12. **DRAWINGS; OTHER DESIGN DATA**

All specifications, drawings, designs, data, information, ideas, methods, tools, gages, dies, fixtures, patterns and or inventions made, conceived, developed or acquired by NWL in connection with procuring and/or executing Purchaser's order will vest in and inure to NWL's sole benefit notwithstanding any charges therefor which may have been or may be imposed by NWL. Purchaser shall not give, loan, exhibit, sell or transfer to any person not then employed by Purchaser and authorized to receive such information or to any organization or entity, any drawing, photograph or specification furnished by NWL or reproduction thereof which may enable such person, organization or entity to furnish similar goods or parts therefor. When partial tooling and related engineering service charges are billed separately on the invoice, such billing or payment therefore shall not imply ownership of the tools to the Purchaser. Tools shall always remain the property of NWL.

13. **PATENT INDEMNIFICATION**

The Purchaser shall indemnify and hold NWL harmless against any liability, damage, loss, expense, claims or judgment resulting from infringement of patents or trademarks arising from compliance with Purchaser's designs or specifications or instructions. Except as otherwise provided in the preceding sentence, NWL shall defend any suit or proceeding brought against the Purchaser so far as based on a claim that any Product or any part thereof, furnished under this Agreement constitutes an infringement of any patent of the United States, provided that (a) such alleged infringement consists of the use of the Product for any of the purposes for which such Product was sold, (b) Purchaser shall have made all payments for such Product then due hereunder, (c) Purchaser shall give NWL immediate notice in writing of any such suit and transmit to NWL immediately upon receipt all processes and other documents served upon Purchaser, and (d) Purchaser shall permit NWL through its counsel, either in the name of Purchaser or in the name of NWL, to defend such suit(s) and give all needed information, assistance and authority to enable NWL to do so. If notified promptly in writing and given authority, information, and assistance (at NWL's expense) for the defense of same, NWL shall pay all damages and costs awarded therein against the Purchaser but will not be responsible for any compromise or settlement made without its written consent. In case said Product, or any part thereof, is held in such suit to constitute infringement and the use of said Product or part is enjoined, NWL shall at its own expense, either procure for the Purchaser the right to continue using said Product or part, or replace same with noninfringing products, or modify it so it becomes noninfringing, or remove said Product and refund the purchase price and the transportation cost thereof. Notwithstanding the foregoing, NWL shall have no liability and shall not be responsible for (a) infringements of combination or process patents covering the use of the Products in combination with other products not manufactured by NWL, or (b) any change, or enhancement in the Products made by Purchaser or any third party, or (c) use of the Products except in accordance with NWL's printed instructions. The sale of Products by NWL does not convey any license, by implication, estoppel, or otherwise, under patent claims covering: (a) combinations of said Products with other devices or elements, or (b) a process or machine in connection with which they may be used.

The foregoing states the entire liability of the NWL for patent infringement by the said Products or any part thereof and **IN NO EVENT SHALL NWL BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES ATTRIBUTABLE TO AN INFRINGEMENT.**

14. **DEFAULT-CANCELLATION**

NWL reserves the right, by written notice of default, to cancel this order, without liability to NWL, in the event of any default on the part of the Purchaser, the discontinuance of business by Purchaser, or the sale by Purchaser of the bulk of its assets other than in the usual course of business. No order submitted to NWL may be cancelled by Purchaser without the prior written consent of NWL.

15. **WARRANTY**

NWL warrants to the original purchaser that each Product to be delivered hereunder will be free from defects in material or workmanship when used within the service, range and purpose for which they are manufactured. **THIS WARRANTY IS EXCLUSIVE AND NO OTHER WARRANTY, EXPRESS, IMPLIED OR STATUTORY (EXCEPT OF TITLE), SHALL BE IMPLIED. NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR PURPOSE OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE SHALL APPLY.** This warranty's commencement date and expiration date is specified on the final quote issued by NWL to purchaser. If any item manufactured by NWL shall prove defective, to NWL's satisfaction, in material and/or workmanship, the Purchaser shall notify NWL thereof within sixty (60) days of discovery of such defect. NWL shall, at its option, repair or replace parts found by NWL to be defective in material or workmanship on receipt of same F.O.B. place of manufacture, freight prepaid. Instruments, equipment or components purchased from other manufacturers included in or with the product will be covered only as provided for by such other manufacturer's warranty.

Without limitation of the foregoing, this warranty shall not apply and shall be void with respect to: (i) the performance of any system of which NWL's Products are a component part, (ii) deterioration by corrosion or any cause of failure other than defects of material or workmanship, (iii) any of NWL's Products or parts thereof which have been tampered with, altered, or repaired by anyone except NWL or someone authorized by NWL in writing, or subjected to misuse, neglect, abuse, or improper use or misapplication such as breakage by negligence, accident, vandalism, the elements, shock, vibration, or exposure to any other service, range or environment of greater severity than that for which the products were designed, (iv) operation in excess of rated capacity or otherwise not in accordance with installation, maintenance or operating instructions or requirements, or (v) equipment or components not manufactured by NWL.

Note: NWL's Warranty is conditioned upon the following:

- (a) That Purchaser provides the normal operating conditions for said equipment.
- (b) This warranty is predicated on the basis that any storage will be sheltered from the elements in a cool and dry location handling being such that equipment is in first-class condition prior to start up and will be used within its specified design limits. Failure to meet these requirements will void NWL's warranty in its entirety.

The liability of NWL arising out of the supplying of Product, or its use, whether in contract (or warranty) or tort (including claims of negligence), or otherwise, shall not in any case exceed the cost of correcting defects in the product or part thereof which gives rise to the claim as herein provided. Upon the expiration of the Liability Period herein specified, all such liability shall terminate. The foregoing shall be NWL's sole and exclusive liability and Purchaser's sole and exclusive remedy for any action, whether based in breach of contract or in tort, including negligence or strict liability. **IN NO EVENT SHALL NWL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOSS OR EXPENSE.** Without limiting the generality of the foregoing, NWL specifically disclaims any liability for property or personal injury damages, penalties, special or punitive damages, damages for lost profits or revenues, loss of use of equipment or any associated equipment, cost of capital, cost of substitute products, facilities or services, downtime, shutdown or slowdown costs, or for any other types of economic loss, and for claims of Purchaser's customers for any such damages.

16. **INDEMNIFICATION OF BUYER**

Purchaser shall indemnify, hold harmless, and defend NWL and NWL's employees and agents from and against any and all damages, liability, claims, losses and expenses (including reasonable attorney's fees, court costs, and out-of-pocket expenses) arising out of or resulting in any way from claims by customers of Purchaser or third parties against NWL alleging a breach of contract or warranty by NWL to the extent that such damages, liability, claims, losses, and expenses which may be payable by NWL to Purchaser pursuant to and as limited by NWL's warranty and damage obligations as contained in Section 15 hereof so as to effectively limit NWL's obligations to customers of Purchaser or third parties to those set forth in Section 15 hereof.

17. **SOPHISTICATED BUYER**

Purchaser hereby acknowledges that it is aware of and understands the risks involved with the use of the Products, including but not limited to risks of personal injury and death. Purchaser agrees to provide adequate warnings to its employees, agents, contractors and downstream customers of the risks associated with the use of the Products.

18. **RETURN OF PRODUCT**

It is understood that any defective Product will not be returned without advance written authorization and shipping instructions first having been obtained from NWL. Returned Products should be intact in form and will become the property of NWL.

19. **ASSIGNMENT AND SUBCONTRACTING**

None of the Purchaser's rights under any order shall be assigned by the Purchaser to any other person, whether by operation of law or otherwise, without NWL's prior written approval. NWL may, without the necessity of obtaining Purchaser's prior written consent, subcontract the production of all or any portion of the Product.

20. **MARKINGS**

Purchaser shall not, without the prior written consent of NWL remove or alter any patent numbers, trademarks, notices, serial numbers, labels, tags or other identifying symbols or legends affixed to any Products or their containers or packaging nor add Purchaser's name, logo, marks, labels, tags, or similar material to any Products or their containers or packaging.

21. **INTELLECTUAL PROPERTY**

NWL retains title and all associated rights to its intellectual property, including but not limited to trademarks, trade names, copyrights, patents, designs and trade secrets. Such intellectual property may not be copied, removed, disguised or changed in any form of Purchaser. This intellectual property includes, at a minimum, product packaging and associated markings, advertising or marketing materials, and manuals. Purchaser agrees not to reverse engineer the Products.

22. **CONFIDENTIAL INFORMATION**

Purchaser acknowledges and agrees that all "Confidential Information" is confidential and proprietary to NWL. Purchaser agrees not to use any of such Confidential Information for any purpose other than as permitted hereunder. Purchaser further agrees not to disclose or provide any of such Confidential Information to any third party and to take all necessary measures to prevent any such disclosure by its employees, agents, contractors or consultants. "Confidential Information" shall mean all information, other than information in published form or expressly designated by NWL as non-confidential, which is directly or indirectly disclosed to Purchaser or embodied in Products provided hereunder, regardless of the form in which it is disclosed, relating in any way to NWL's markets, customers, products, patents, inventions, procedures, methods, designs, specifications, strategies, plans, assets, liabilities, costs, revenues, profits, organization, employees, agents, distributors or business in general.

23. **CANADA**

The parties confirm that it is their wish that this contract be drawn up in English language only; les parties aux presents conferment leur volonte que ce contrat soit redige en langue anglaise seulement. The parties specifically agree that all disputes of any kind shall be heard and resolved in accordance with Section 26(i) below.

24. **CHANGES IN LAWS AND REGULATIONS**

NWL's prices and timely performance are based on all applicable laws, rules, regulations, orders, codes, standards or requirements of governmental authorities effective on the date of NWL's quotation. Any change to any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle NWL to an equitable adjustment in the prices and any time of performance.

25. **EXPORT COMPLIANCE**

Purchaser shall comply with all applicable export laws and regulations of any country having jurisdiction over the Products, including, without limitation, those administered by the U.S. Department of Commerce – Bureau of Industry and Security (U.S. Export Administration Regulations 15 CFR 730 et seq.), the U.S. Department of State International Traffic in Arms Regulations and the U.S. Foreign Corrupt Practices Act and similar laws of applicable foreign jurisdictions and Purchaser shall not export, re-export, resell, transfer, or disclose, directly or indirectly, any Products or technical data, or the direct product of any Products on technical data, to any proscribed person, entity, or country, or foreign national thereof, unless properly authorized by the U.S. government and/or any other applicable or relevant government or regulatory body. Purchaser shall indemnify, defend and hold NWL harmless from any liability arising from Purchaser's failure to comply with such laws, regulations and orders, or the provisions of this section.

26. **GENERAL**

- (i) These General Terms and Conditions and any order between NWL and Purchaser will in all respects be construed and be given legal effect in conformity with the laws of the State of New Jersey, U.S.A. (without giving effect to any conflicts of law principles). If Purchaser's principal place of business is in the United States, NWL and Purchaser hereby agree that any legal action deemed necessary by either party hereto shall be brought exclusively in the Superior Court in and for Burlington County, New Jersey or the Federal Court of the United States for the Southern District of New Jersey and hereby consent to the personal jurisdiction of such court in any such action over the parties hereto and waive any objection to the laying of venue of any suit, action or any proceeding in such courts. If Purchaser's principal place of business is located outside of the United States, any controversy or claim arising out of or relating to this Agreement shall be settled by arbitration administered by the American Arbitration Association in Burlington County, New Jersey in accordance with the latest Commercial Rules of the American Arbitration Association and shall be conducted in the English language. Judgment upon the award rendered by the arbitrator may be entered in any court or forum having jurisdiction thereof. The arbitrator shall provide NWL and Purchaser with a written explanation of the reasoning behind the decision and award. The award shall be final and binding on both NWL and Purchaser and the parties hereby waive the right to appeal to any court for amendment or modification of the arbitrator's award. The rights and obligations of NWL and Purchaser shall not be governed by (and the parties hereby exclude application of) the provisions of the United Nations Convention on Contracts for the International Sale of Goods.
- (ii) These General Terms and Conditions of Sale supersede all prior discussions and writings and constitute the entire agreement between NWL and Purchaser with respect to the terms and conditions governing all orders.
- (iii) No change, modification, rescission, discharge, abandonment, or waiver of these General Conditions of Sale shall be binding upon NWL unless made in writing and signed on its behalf by an Authorized Representative of NWL.
- (iv) The invalidity, in whole or in part, of any of the provisions of these Terms and Conditions, shall not affect the enforceability of any of the other provisions thereof.
- (v) NWL's obligations hereunder will be dependent, and conditioned, upon NWL's ability to obtain the necessary raw materials.
- (vi) All items ordered will be packaged according NWL's standards. Special packaging at request of Purchaser may be subject to additional charges. Special requirements for export packaging, i.e. marking, crating, etc., must be specified by Purchaser in writing and may be subject to additional charges.
- (vii) All documentation furnished by NWL will be in English and may use non metric measurements.
- (viii) These Terms and Conditions and entire Agreement between the parties were negotiated and written in English. Any inconsistency between the Terms and Conditions and/or the Agreement as expressed in English and any other language shall, to the full extent permitted by applicable law, shall be resolved by reference to the English version.