1. **GENERAL** The following terms and conditions apply to all sales of goods ("**Products**") by PILLER TSC BLOWER CORP. ("**PILLER**", "**we**", "**us**" or "**our**"), to the party ordering or purchasing any Products (the "**Customer**," "**you**" and "**your**"), and constitutes the final, complete and exclusive agreement ("**Agreement**") between you and PILLER relating to the subject matter hereof and supersedes all prior or contemporaneous proposals, understandings, representations, warranties, promises and other communications, whether oral or written, relating to such subject matter (including, without limitation, any purchase order terms or other terms and conditions of purchase published or provided by Customer), unless otherwise specifically agreed to in a writing signed by PILLER's authorized representative. Any term or condition in any order, confirmation, or other document furnished by Customer at any time, which is in any way inconsistent with or in addition to the terms and conditions set forth herein, is hereby expressly rejected, and PILLER's acceptance of any order of Customer is expressly made in reliance of Customer's assent to all terms and conditions hereof. Customer accepts these terms and conditions by signing and returning PILLER's quotation, by sending a purchase order in response to a quotation, by submitting instructions to PILLER to ship Products or by accepting or paying for Products..

2. **PRICE** The prices applicable to the Products shall be as quoted by PILLER to Customer. Unless otherwise specified, prices quoted for Products are in US Dollars. A quotation is not a contractual offer and any order resulting from a quotation is subject to approval and acceptance by PILLER. Prices listed or quoted do not include any present or future sales, use, excise or similar taxes, duties or other governmental charges, which will be added where applicable and paid for by Customer, unless you provide us with a tax exemption certificate acceptable to the appropriate taxing authorities and presented at or before the time of purchase. No sales tax refunds will be given at any time for any reason. Any taxes paid by PILLER on Customer's behalf shall be reimbursed by Customer upon demand.

3. **PURCHASE ORDER PROCESS** Customer shall place orders for the Products to be purchased hereunder by submitting one or more written purchase orders to PILLER. Each such purchase order is intended for convenience only and shall state the descriptions and quantities of Products being ordered and the requested shipments dates for such Products. In no event shall any terms and conditions set forth on a purchase order submitted by Customer other than the terms and conditions set forth herein, including, without limitation, any preprinted terms and conditions of Customer, be binding on PILLER. In addition, no purchase order shall be binding on PILLER until PILLER has accepted such purchase order by written acknowledgement or by shipment of the Products applicable to such purchase order. Orders for the purchase of Products when made by the Customer shall be considered irrevocable for such Customer.

4. **PAYMENT TERMS** Unless otherwise agreed to by PILLER in writing, payment terms shall be net thirty (30) days from the dateof invoice. If shipments are delayed by Customer, invoices may be rendered on the date(s) PILLER is prepared to make shipment(s). Any Product held as a result of Customer's inability or refusal to accept delivery is at the risk and expense of Customer. Interest at the rate of one and one-half percent (1 1/2%) per month (not to exceed the maximum interest allowable by law) shall be paid on the unpaid balance of any invoice not paid by Customer within thirty (30) days of the due date thereof. Such interest shall be in addition to the purchase price hereunder. In the event PILLER engages a collection agency or commences a legal action or suit to collect the purchase price or any part thereof, Customer shall, in addition to the full purchase price including interest, be liable for all costs and expenses of such legal action or suit (including reasonable attorney's fees).

PILLER further reserves the right to require full prepayment for Products (including all costs associated with shipping and freight) from any customer whose account is overdue for a period of more than 45 days or who has an unsatisfactory credit or payment record. PILLER may also refuse to sell to any person until overdue accounts are paid in full.

5. **SHIPPING POINT AND TRANSPORTATION** Shipment/delivery dates are approximate and are determined from the date of PILLER's acceptance of an order. All Products will be shipped F.C.A. PILLER's point of shipment (Incoterms 2020). Title and risk of loss shall pass to Customer upon delivery of Product(s) by PILLER to the carrier for shipment to the Customer, notwithstanding any prepayment of shipping charges by PILLER, if so required by the carrier. All shipment costs shall be paid by Customer, and if prepaid by PILLER, the amount thereof shall be reimbursed to PILLER.

6. **DELIVERY** PILLER will use commercially reasonable efforts to deliver the Products hereunder in accordance with the requested delivery date, provided that PILLER shall not be liable for any delay in delivery due to causes beyond our reasonable control, including, but not limited to, any acts of God, acts of Customer, acts of the government, strikes, war, pandemics or epidemics, delays of carriers, or inability to obtain necessary raw materials, components, labor, fuel or supplies or other circumstances beyond the reasonable control of PILLER. PILLER shall not be liable for any damages or penalties whatsoever whether direct or indirect, special, incidental or consequential, resulting from our failure or the failure of our suppliers to perform or delay in performing unless otherwise agreed in writing by an authorized officer. Customer agrees that any delay in delivery shall not affect the validity of any orders or these terms and conditions. PILLER reserves the right to deliver the Products in installments unless otherwise expressly prohibited in the applicable purchase order. Installment deliveries will be invoiced by PILLER at time of shipment unless otherwise agreed in writing by PILLER. Delay in any installment delivery shall not relieve Customer of its obligation to accept all remaining installment deliveries pursuant to a purchase order.

7. **CHANGES TO ORDERS** Unless otherwise agreed to by PILLER in writing, changes in materials, supplies, labor and/or changes made at the request of Customer shall be at the expense of Customer. Changes or alterations made by Customer or made

by PILLER (over its recommendation against the same) shall be at Customer's sole risk and responsibility. PILLER reserves the right to make changes to the design and composition of its Products which in its judgment do not materially change the nature or quality of the Products.

8. **CANCELLATION OF ORDERS** Due to the specialized nature of the Products, orders may be cancelled only with our written consent and upon payment of reasonable cancellation charges, including PILLER's actual out of pocket costs, overhead and anticipated profit (as determined by us). Partial cancellation of an order may result in adjustment of prices for the balance of the order.

9. **REJECTION** Customer's right to reject any Products supplied hereunder is conditioned upon Customer giving PILLER a written notice of rejection setting forth the basis thereof within ten (10) days after delivery of the Products to Customer. Failure to give such notice within such time constitutes acceptance of such Products. Products may be returned only when authorized by us in writing, and then only on such terms as PILLER may specify. All returned Products shall be returned with shipping prepaid.

10. **LIMITED WARRANTIES; DISCLAIMERS**

(a) PILLER represents and warrants that the Products delivered by PILLER to Customer shall: (i) conform to agreed-upon specifications for the Product(s), to the extent any specifications were made part of an order; and (ii) be free from faulty workmanship and defective materials. The foregoing warranties shall be limited to an eighteen (18) month period commencing on the date PILLER informs Customer that the applicable Product(s) are ready for shipment or one (1) year from the date the Products are first put in use (as can reasonably be demonstrated by Customer), whichever occurs first (the "**Warranty Period**") provided (i) the Products have been properly cared for (i.e. the Products have not been subject to misuse, neglect, misapplication, etc.) and used in accordance with PILLER's instructions, if any, (ii) the Products have not been tampered with or modified without PILLER's prior written approval, and (iii) Customer promptly notifies PILLER in writing of any warranty claim during the Warranty Period. In the event any Product fails to meet either or both of the foregoing warranties, PILLER's sole obligation, in PILLER's sole discretion, shall be to either replace or repair the non-conforming Product. The foregoing warranties provided by PILLER in this Section 10 are the only warranties provided by PILLER with respect to the Product(s) sold hereunder, and may be modified or amended only by a written instrument signed by PILLER. Customer's remedies and PILLER's aggregate liability with respect to the warranties provided by PILLER in this Section 10 are set forth in and limited by this Section 10 and Section 11 below.

(b) PILLER shall not be liable for any claim if alterations have been made to the Products by the Customer or others without PILLER's written consent. Any components furnished by third parties are warranted only to the extent of the original manufacturer's warranty to PILLER and then only if such original manufacturer's warranty is assignable to Customer.

(c) THE EXPRESS WARRANTIES OF PILLER STATED IN SECTION 10(a) ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PILLER'S WARRANTY OBLIGATIONS AND CUSTOMER'S REMEDIES ARE SOLELY AND EXCLUSIVELY AS STATED IN THIS SECTION 10. Any sample or literature exhibited to Customer was to illustrate the type of good and/or service and not an affirmation that the Product will conform. No employee or representative of PILLER has authority to bind PILLER to any representation, affirmation or warranty not specifically included herein.

11. **LIMITATION OF LIABILITY** Notwithstanding anything to the contrary contained in this Agreement, PILLER's aggregate liability in connection with the sale or use of Product(s) hereunder, regardless of the form of action giving rise to such liability (whether in contract, tort or otherwise), shall not exceed the aggregate purchase price for Products paid by Customer to PILLER pursuant to an applicable order. PILLER shall not be liable for any extraordinary, exemplary, special, indirect, consequential or incidental damages of any kind, including without limitation, lost profits, even if PILLER has been advised of the possibility of such damages. Except as provided in Section 10(a) above, and subject to the limitations set forth in Sections 10 and 11 hereof, PILLER shall not be liable for any claims of third parties relating to any use of the Products, and Customer will defend PILLER and hold PILLER harmless against all losses, liabilities, damages, claims and expenses, including, reasonable attorneys' fees arising out of or in connection with the use or sale of Products by Customer or Customer's employees, agents, customers, or contractors. **THE FOREGOING STATES THE ENTIRE LIABILITY OF PILLER WITH REGARD TO THIS AGREEMENT AND PILLER'S SALE OF PRODUCT(S) HEREUNDER. THE LIMITATIONS CONTAINED IN SECTIONS 10 AND 11 ARE A FUNDAMENTAL PART OF THE BASIS OF PILLER'S BARGAIN HEREUNDER, AND PILLER WOULD NOT ENTER INTO THIS AGREEMENT ABSENT SUCH LIMITATIONS.**

12. **SPECIAL PRODUCTS; WARRANTY AND INDEMNIFICATION BY CUSTOMER** "**Special Products**" are those Products manufactured or furnished by PILLER in accordance with drawings, samples or manufacturing specifications designated by Customer or its customers. All Special Products must be accepted by Customer within thirty (30) days of manufacture; after thirty (30) days, PILLER may invoke a storage charge of 1% per month (12%) per annum on the purchase price. Customer hereby represents and warrants to PILLER that any Special Product(s), when built to Customer's specifications, do not and will not infringe any rights of any third party, of any kind or nature. Customer shall indemnify, defend and hold harmless PILLER from all claims of any nature asserted or brought against PILLER resulting from a breach of Customer's warranty hereunder. PILLER may retain as its own property any special tools or fixtures used in manufacturing Special Products.

13. **RETAINED SECURITY INTEREST** Until such time as the entire purchase price of the Products have been paid, Customer hereby grants to PILLER a first priority purchase money security

interest in the Products supplied pursuant to the terms hereof. The rights and remedies of PILLER, as a secured party with respect to the Products shall be governed by the Uniform Commercial Code, or equivalent statute(s) of the State in which the Products are located. Customer authorizes PILLER to execute and record on behalf of Customer such financing statements and other instruments as PILLER may deem necessary to perfect or protect its security interest in the Products.

14. **INTELLECTUAL PROPERTY; PROPRIETARY INFORMATION** In connection with any order by Customer for Products, PILLER may deliver or make downloadable or accessible to you, copies of documentation related to such Products, including, without limitation, drawings, diagrams, specification sheets, user or operator manuals, guides, maintenance documents or other materials related to the characteristics, use or maintenance of such Products. As between the parties, PILLER shall be the sole owner of all right, title and interest in and to such documentation, including, without limitation, all intellectual property rights therein. You shall not directly or indirectly perform any of the following acts without our prior written consent signed by our authorized officer: (i) assign or sublicense such license to any affiliate or third party; (ii) modify, alter or create any derivatives of such documentation or programs; (iii) publish or publicly disclose such documentation or programs; or (iv) remove, mask or alter any legal notices, proprietary statements or other contents of such documentation. PILLER reserves all rights not expressly granted to you in this Agreement. You will not receive any right or license (implied or otherwise) to use such documentation, or any other works of authorship related to any Products.

Without limiting the foregoing, any drawings, prints and all know how, technical and proprietary and trade secret information ("Confidential Information") furnished by PILLER to you in connection with the sale of the Products are furnished only for your and/or your customers' exclusive use for the sole purpose of installing, operating and maintaining the Products purchased hereunder. You hereby agree and shall require that any customer to whom you share such information with to acknowledge and agree that such Confidential Information is and shall remain PILLER's property, be kept strictly confidential, will be used for no other commercial purpose and will promptly returned upon PILLER's request. You hereby acknowledge that PILLER's Confidential Information is considered highly valuable intellectual property, and you may in no way infringe the same. Nothing contained herein shall be construed to imply the grant of any license to you to make, use or sell, or otherwise commercialize any portion of PILLER's Confidential Information or to reverse engineer, disassemble or otherwise similarly analyze all or any portion of it.

PILLER will have no responsibility respecting infringement caused by a third party's patent or intellectual property right, infringement of any patents issued or intellectual property created after the date hereof or infringement caused by the use or sale of the Products: (a) for a purpose other than that for which PILLER manufactured the same; (b) in combination with other equipment in a system not designed by PILLER; (c) manufactured to a design not furnished by PILLER. Customer shall indemnify, defend and hold PILLER harmless from and against all claims, damages, losses, judgments, fees, expenses and costs, including attorneys' fees, as incurred, arising out of or resulting from Customer's designs and specifications, integration and assembly, or in any way related to its acts, negligence, breach of this Agreement.

15. **NOTICES** Notices may be delivered by overnight courier or fax, with proof of delivery, or by United States mail, registered or certified mail, with postage prepaid, in each case addressed to the party being notified at such party's address referred to on the face of this Agreement, or at such other address as such party shall have notified the other party in writing.

16. **NOT TRANSFERABLE** This Agreement is not transferable or assignable by Customer either directly or by operation of law without the prior written consent of PILLER.

17. **HEADINGS** Paragraph headings are for convenience only and shall not be construed to define or limit the operative provisions of this Agreement.

18. **AMENDMENTS** No amendment, change to or modification of this Agreement, or any schedules or attachments hereto, shall be valid unless the same shall be in writing and signed by the party or parties to be charged therewith.

19. **APPLICABLE LAW** The rights and duties of the parties shall be governed by the laws of the State of New York. The federal and state courts located within Schenectady County, New York shall have exclusive jurisdiction to determine any and all actions and proceedings relating to or arising from this Agreement and the sale of Product(s) hereunder and each party hereby irrevocably consents to the personal and subject matter jurisdiction of such courts with respect thereto.

20. **SEVERABILITY** In the event any provision or provisions herein, or parts thereof, shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired and shall remain in full force and effect.

21. **ENTIRE AGREEMENT** The terms and conditions set forth herein represent the entire agreement between the parties hereto with respect to the subject matter hereof and supersede all prior communications, representations or agreements, whether written or oral.