

GENERAL TERMS AND CONDITIONS FOR THE SALE OF GOODS AND SERVICES

1. Applicability. These terms and conditions of sale (these “**Terms**”) are the only terms which govern the sale of the goods (“**Goods**”) and services (“**Services**”) by Norafin (Americas) Inc. (“**Supplier**”) to the address on the attached order confirmation (“**Customer**”). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods and Services covered hereby (“**Framework Agreement**”), the terms and conditions of the Framework Agreement shall prevail to the extent they are inconsistent with these Terms. The accompanying order confirmation (the “**Sales Confirmation**” and these Terms (collectively, this “**Agreement**”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, including without limitation any offers or representations in the catalogues and sales documentation of the Supplier. These Terms prevail over any of Customer’s general terms and conditions of purchase regardless whether or when Customer has submitted its purchase order or such terms. Fulfillment of Customer’s order does not constitute acceptance of any of Customer’s terms and conditions and does not serve to modify or amend these Terms.

2. Inaccuracies. The Customer is responsible for the accuracy of the conditions of each order placed by the Customer (including each applicable specification) and to provide the Supplier with all necessary information regarding the Goods and Services. To the extent that the terms of the Sales Confirmation differ from the purchase order placed by the Customer, the Customer shall be deemed to have accepted the terms of the Sales Confirmation if Customer fails to notify the Supplier in writing within 3 business days after the date of the Sales Confirmation. Details provided by the Supplier relating to the Goods or Services (such as weights, dimensions, usage values, load capacities, tolerances and technical specifications) and our representations of the same (e.g., drawings and illustrations) are deemed to be only approximate unless the use for a particular purpose is contractually agreed. The standard tolerances of the Supplier, as the Customer has been informed of and is aware of, are applied to measurements and are decisive if no other tolerances have been contractually agreed upon.

3. Delivery. (a) The Goods will be delivered by the date or dates set forth in the Sales Confirmation. Supplier shall not be liable for any delays, loss or damage in transit or for events of force majeure.

(b) Supplier shall use reasonable efforts to meet any performance dates to render the Services specified in the Sales Confirmation, and any such dates shall be estimates only.

(c) Unless otherwise agreed in writing by the parties, and except for container shipments, Supplier shall deliver the Goods according to the delivery point provided on the purchase order and as approved on the Supplier’s confirmation (“**Delivery Point**”) using Supplier’s standard methods for packaging and shipping such Goods. Customer shall take delivery of the Goods within five (5) days of Supplier’s written notice that the Goods have been delivered to the Delivery Point. Customer shall provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point. If, however, the Customer demands partial deliveries, then Customer has to bear the additional expenses for customs, fees, freight costs and other taxes and costs.

(d) Supplier may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Customer. Each shipment will constitute a separate sale, and Customer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Customer’s purchase order.

(e) If for any reason Customer fails to accept delivery of any of the Goods on the date fixed pursuant to Supplier’s notice that the Goods have been delivered at the Delivery Point, or if Supplier is unable to deliver the

Goods at the Delivery Point on such date because Customer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Customer. Unless otherwise stated in the Supplier's Confirmation, delivery is EX WORKS Supplier's facility (according to Incoterms 2010 published by the International Chamber of Commerce); (ii) the Goods shall be deemed to have been delivered; and (iii) Supplier, at its option, may store the Goods until Customer picks them up, whereupon Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

(f) Supplier shall use reasonable efforts to meet any performance dates to render the Services specified in the Sales Confirmation, and any such dates shall be estimates only.

(g) With respect to the Services, Customer shall (i) cooperate with Supplier in all matters relating to the Services and provide such access to Customer's premises, and such office accommodation and other facilities as may reasonably be requested by Supplier, for the purposes of performing the Services; (ii) respond promptly to any Supplier request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Supplier to perform Services in accordance with the requirements of these Terms; (iii) provide such customer materials or information as Supplier may reasonably request to carry out the Services in a timely manner and ensure that such customer materials or information are complete and accurate in all material respects; and (iv) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

4. Non-Delivery. The quantity of any installment of Goods as recorded by Supplier on dispatch from Supplier's place of business is conclusive evidence of the quantity received by Customer on delivery unless Customer can provide conclusive evidence proving the contrary. The Supplier shall not be liable for any non-delivery of Goods (even if caused by Supplier's negligence) unless Customer gives written notice to Supplier of the non-delivery within three (3) days of the date when the Goods would in the ordinary course of events have been received. Any liability of Supplier for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

5. Quantity. The quantity of any Goods supplied by Supplier may vary from the amount specified on Customer's purchase order by 10% without penalty or liability to Customer, adjustment in price or prior notice to Customer. In such case the quantity delivered shall be deemed to be the quantity ordered and Customer shall not be entitled to object or to reject the Goods or any portion of them by reason of the surplus or shortfall and shall pay for such Goods as per price set forth in the Supplier's Confirmation. If Supplier delivers to Customer a quantity of Goods of up to 90% more or less than the quantity set forth in the Sales Confirmation, Customer shall not be entitled to object to or reject the Goods or any portion of them by reason of the surplus or shortfall and shall pay for such Goods the price set forth in the Sales Confirmation adjusted pro rata.

6. Shipping Terms. Supplier shall make delivery in accordance with the terms on the face of the Sales Confirmation. Title and risk of loss passes to Customer upon delivery of the Goods at the Delivery Point. As collateral security for the payment of the purchase price of the Goods, Customer hereby grants to Supplier a lien on and security interest in and to all of the right, title and interest of Customer in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions 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 under the North Carolina Uniform Commercial Code.

7. Amendment and Modification. These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party.

8. Inspection and Rejection of Nonconforming Goods. (a) Customer shall inspect the Goods within five (5) days of receipt ("**Inspection Period**"). Customer will be deemed to have accepted the Goods unless it notifies Supplier in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as required by Supplier. "**Nonconforming Goods**" means only the following: (i) product shipped is different than identified in Customer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents.

(b) If Customer timely notifies Supplier of any Nonconforming Goods, Supplier shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Customer in connection therewith. Customer shall ship, at its expense and risk of loss, the Nonconforming Goods to Supplier's facility located at Mills River, North Carolina. If Supplier exercises its option to replace Nonconforming Goods, Supplier shall, after receiving Customer's shipment of Nonconforming Goods, ship to Customer, at Customer's expense and risk of loss, the replaced Goods to the Delivery Point.

(c) Customer acknowledges and agrees that the remedies set forth in Section 8(b) are Customer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under Section 8(b), all sales of Goods to Customer are made on a one-way basis and Customer has no right to return Goods purchased under this Agreement to Supplier.

9. Price. Customer shall purchase the Goods and Services from Supplier at the prices (the "**Prices**") set forth in Supplier's Sales Confirmation. If the Prices should be increased by Supplier before delivery of the Goods to a carrier for shipment to Customer, then these Terms shall be construed as if the increased prices were originally inserted herein, and Customer shall be billed by Supplier on the basis of such increased prices. All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any Governmental Authority on any amounts payable by Customer. Customer shall be responsible for all such charges, costs and taxes; provided, that, Customer shall not be responsible for any taxes imposed on, or with respect to, Supplier's income, revenues, gross receipts, personnel or real or personal property or other assets.

10. Payment Terms. (a) Customer shall pay all invoiced amounts due to Supplier on receipt of Supplier's invoice. Customer shall make all payments hereunder by [wire transfer/check/[OTHER PAYMENT METHOD]] and in US dollars. Costs of discounting and collection are to be borne by the Customer. In case of a protest of a cheque or bill of payment the Supplier can demand immediate payment in cash concurrently in exchange for the return of the check or bill of exchange.

(b) Customer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Customer shall reimburse Supplier for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Supplier does not waive by the exercise of any rights hereunder), Supplier shall be entitled to suspend the delivery of any Goods or the performance of any Services if Customer fails to pay any amounts when due. Any discounts agreed are not granted if the Customer is in default with the payment of previous services.

(c) Customer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Supplier, whether relating to Supplier's breach, bankruptcy or otherwise.

11. Limited Warranty. (a) Supplier warrants to Customer that for a period of six months from the date of shipment of the Goods ("**Warranty Period**"), that such Goods will materially conform to the specifications set forth in Supplier's Confirmation.

(b) Supplier warrants to Customer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

(c) EXCEPT FOR THE WARRANTY SET FORTH IN THIS SECTION 11, SUPPLIER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS OR SERVICES, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; OR (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

(d) Products manufactured by a third party ("**Third Party Product**") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods or Services. Third Party Products are not covered by the warranty in this Section 11. For the avoidance of doubt, **SUPPLIER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**

(e) The Supplier shall not be liable for a breach of the warranty set forth in this Section 11 unless: (i) Customer gives written notice of the defect, reasonably described, to Supplier within three (3) days of the time when Customer discovers or ought to have discovered the defect; (ii) Supplier is given a reasonable opportunity after receiving the notice to examine such Goods and Customer (if requested to do so by Supplier) returns such Goods to Supplier's place of business at Supplier's cost for the examination to take place there; and (iii) Supplier reasonably verifies Customer's claim that the Goods are defective.

(f) The Supplier shall not be liable for a breach of the warranty set forth in this Section 11 if: (i) Customer makes any further use of such Goods after giving such notice; (ii) the defect arises because Customer failed to follow Supplier's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Customer alters or repairs such Goods without the prior written consent of Supplier.

(g) Subject to Section 11(e) and Section 11(f) above, with respect to any such Goods during the Warranty Period, Supplier shall, in its sole discretion, either: (i) repair or replace such Goods (or the defective part) or (ii) credit or refund the price of such Goods at the pro rata contract rate provided that, if Supplier so requests, Customer shall, at Supplier's expense, return such Goods to Supplier. **THE REMEDIES SET FORTH IN THIS SECTION 11(G) SHALL BE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SUPPLIER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN THIS SECTION 11.**

12. Limitation of Liability. (a) **IN NO EVENT SHALL SUPPLIER BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING**

OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT SHALL SUPPLIER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SUPPLIER FOR THE GOODS OR SERVICES SOLD HEREUNDER.

(c) With respect to any Services subject to a claim under the warranty set forth in Section 11(b), Supplier shall, in its sole discretion, (i) repair or re-perform the applicable Services or (ii) credit or refund the price of such Services at the pro rata contract rate.

(d) The limitation of liability set forth in Section 12(b) above shall not apply to (i) liability resulting from Supplier's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Supplier's acts or omissions.

13. Insurance. Customer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than \$1,000,000.00 with financially sound and reputable insurers. Upon Supplier's request, Customer shall provide Supplier with a certificate of insurance from Customer's insurer evidencing the insurance coverage specified in these Terms.

14. Compliance with Law. Customer shall comply with all applicable laws, regulations and ordinances. Customer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. Customer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Customer. Customer assumes all responsibility for shipments of Goods requiring any government import clearance. Supplier may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods.

15. Termination. In addition to any remedies that may be provided under these Terms, Supplier may terminate this Agreement with immediate effect upon written notice to Customer, if Customer: (i) fails to pay any amount when due under this Agreement; (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, receivership, reorganization or assignment for the benefit of creditors.

16. Waiver. No waiver by Supplier of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Supplier. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

17. Intellectual Property. The rights of the Supplier, in particular patents, samples, designs, brands and other commercial or intellectual property rights with regard to the development and production of the contractual goods and with regard to the company of the Supplier are to be taken into account by the Customer. They are

to be treated as confidential and are not allowed to be copied, reproduced or disclosed to third parties without the prior written agreement of the Supplier.

17. Confidential Information. All non-public, confidential or proprietary information of Supplier, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Supplier to Customer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as “confidential” in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Supplier in writing. Upon Supplier’s request, Customer shall promptly return all documents and other materials received from Supplier. Supplier shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Customer at the time of disclosure; or (c) rightfully obtained by Customer on a non-confidential basis from a third party.

18. Force Majeure. The Supplier shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Supplier including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party’s workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

19. Assignment. Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Supplier. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Customer of any of its obligations under this Agreement.

20. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

21. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

22. Governing Law. All matters arising out of or relating to this Agreement is governed by and construed in accordance with the internal laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of North Carolina. The application of the United Nations Convention on the International Sale of Goods is excluded.

24. Notices. All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a “Notice”) shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Confirmation or to such other address that may be designated by the receiving party in writing. All Notices

shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

25. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.