1. GENERAL. All orders for Lawo Inc. ("LAWO") products or services, including, without limitation, software (each a "Product") supplied by LAWO to the Customer (as defined in Section 2) shall be subject to these terms and conditions of sale and rental ("Terms and Conditions"). No modifications hereto, whether by amendment, purchase order or otherwise, will be binding unless agreed to in writing by LAWO and LAWO hereby expressly rejects all additional, different or contrary terms and conditions.

If a Product includes the licensure of any software provided by the Lawo Group, together with applicable technical documentation, containing specifications, instructions, and/or other information accompanying such software or made available by LAWO from time to time (collectively "Software"), Customer acknowledges that the Software will also be subject to additional terms and conditions set forth in executable or electronic license agreements. Subject to the terms of such license agreements, all rights not expressly granted herein are reserved, and all other uses of the Software are subject to these Terms and Conditions as well as the payment of any applicable Software license fees, including fees for specific Software functionalities, as identified by LAWO in writing.

These Terms and Conditions are of a continuing nature and shall apply equally to all future orders, Products, services, rentals and shipments, whether explicitly stated or not, until such time as LAWO agrees to new Terms and Conditions in writing and signed.

2. CUSTOMER. The term "Customer," as used herein, means the first end-user customer that purchases or rents the LAWO Products and not any subsequent purchaser or user.

3. LIMITED WARRANTY. (A) LAWO hardware products (each, a "Hardware Product") (excluding Software) shall be free from defects in material and workmanship for a maximum of twelve (12) months from the date of shipment to the Customer or such other period as expressly offered by LAWO in writing.

In the event that a Hardware Product warrants repair or replacement as determined by LAWO service personnel, a Return Merchandise Authorization ("RMA") will be issued to the Customer. The Customer is responsible to return the defective Hardware Product at Customer’s cost to LAWO’s advised return address. The Hardware Product needs to include all relevant paperwork as advised by LAWO including the RMA number. Note that no Hardware will be accepted by LAWO without an authorized RMA number.

LAWO’s sole obligation shall be, at its option, to repair or replace the Hardware Product. The repaired or replacement Hardware Product will be shipped CPT (Incoterms 2020) Customer’s destination facilities, freight prepaid by LAWO.

LAWO shall pay or reimburse customer standard lowest cost freight charges from Customer and return to Customer for any defective Product. Any non-standard or additional freight charges shall be for Customer’s account.

It is expressly agreed that (a) this section constitutes the final expression of the parties’ understanding with respect to the warranty and (b) this section is a complete and exclusive statement of the terms of the limited warranty.

LAWO shall have no obligation under the applicable limited warranty set forth above in the event that:

(a) The Customer fails, within the applicable warranty period to notify LAWO in writing and provide LAWO with evidence satisfactory to LAWO of the alleged defect within five (5) days after it becomes known to the Customer;
(b) After inspection of a Hardware Product, LAWO determines, in its sole discretion, that it is not defective in material or workmanship;
(c) Repair or replacement of a Hardware Product or any part thereof is required through routine usage or normal wear and tear;
(d) The Hardware Product is altered or the serial number has been removed;
(e) A Hardware Product is not maintained or used in accordance with LAWO’s applicable operating and/or maintenance manuals, whether by the Customer or any third party;
(f) A Hardware Product has been subject to misuse, misapplication, negligence, neglect (including, but not limited to, improper maintenance or storage), accident, catastrophe, improper installation, modification, adjustment, repair or lubrication, whether by the Customer or any third party, without the prior written consent of LAWO. Misuse shall include, but not be limited to, damage to a Product due to chemical action, wear caused by the presence of abrasive materials, excess heat or cold, improper or unusual electrochemical, electromechanical or electronic influences.
(g) The system of connected parts into which the Hardware Product becomes incorporated is not compatible with the Hardware Product, or it is not free from critical variations within the specified operating range, no matter how induced;
(h) The transmitted electrical voltage is not within the published limits for the unit sold; or
(ii) Items manufactured by other parties but installed in or affixed to LAWO’s Products are not warranted by LAWO and bear only those warranties, express or implied, which are given by the manufacturer of such items, if any.

THE LIMITED WARRANTY SET FORTH ABOVE IS INTENDED SOLELY FOR THE BENEFIT OF THE CUSTOMER AND DOES NOT APPLY TO ANY THIRD PARTY. ALL CLAIMS MUST BE MADE BY THE CUSTOMER AND MAY NOT BE MADE BY ANY THIRD PARTY. THIS LIMITED WARRANTY MAY NOT BE TRANSFERRED OR ASSIGNED, IN WHOLE OR IN PART, BY THE CUSTOMER FOR ANY REASON WHATSOEVER UNLESS AGREED UPON BY LAWO IN WRITING. ANY SUCH ATTEMPTED TRANSFER OR ASSIGNMENT SHALL BE NULL AND VOID.

EXCEPT AS PROVIDED IN A LICENSE AGREEMENT BETWEEN LAWO AND THE CUSTOMER PERTAINING TO LAWO SOFTWARE, THIS LIMITED WARRANTY SUPERSEDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED BETWEEN LAWO AND CUSTOMER THAT ARE NOT PART OF THESE TERMS AND CONDITIONS, WHICH ARE HEREBY DISCLAIMED AND EXCLUDED BY LAWO, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF USE AND ALL OBLIGATIONS OR LIABILITIES ON THE PART OF LAWO FOR DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THE USE, REPAIR OR PERFORMANCE OF THE PRODUCTS.

LAWO SHALL NOT BE RESPONSIBLE FOR, NOR HAVE ANY FINANCIAL RESPONSIBILITY FOR, UNINSTALLING, INSTALLING, REPLACING OR REPAIRING ANY OTHER PRODUCTS.

4. INDEMNIFICATION. Customer hereby agrees to indemnify, defend and hold harmless LAWO, its parent, subsidiaries, affiliates and divisions, and its and their respective officers, directors, shareholders, agents and employees, from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including, without limitation, reasonable attorneys’ fees and disbursements and court costs) to the extent arising from, relating to, or in connection with (i) the negligence or willful misconduct of Customer, its agents, employees, representatives or contractors; (ii) LAWO’s compliance with designs, specifications or instructions supplied to LAWO by Customer; (iii) use of a Product in an application or environment, or for a procedure for which it was not designed; (iv) use of a Product other than as labeled and/or other than in a manner consistent with the Product’s instructions for use or specifications; or (v) modifications of a Product by anyone other than LAWO without LAWO’s prior written approval.

5. MODIFICATIONS AND UPDATES. LAWO reserves the right, without notice to the Customer, to (a) change the specifications of any Product, (b) improve a Product in any manner that LAWO deems necessary or appropriate and (c) discontinue the manufacture of any Product.

Customer may order new Software versions, releases or maintenance updates (together, “Updates”), if available, separately through LAWO service level agreements. Additional licenses or fees may apply for these Updates or for the use of the Software in an upgraded environment. Updates are subject to the license terms in effect at the time that LAWO makes them available to Customer.

6. QUOTATIONS. Upon request, LAWO will issue quotations, which shall be valid for thirty (30) days. A quotation will contain (a) an identification of the Products or services offered, (b) prices for such Products, rentals or services, (c) quantities, (d) delivery terms and dates and (e) an individual quotation number.

Customer acknowledges and agrees that the scope of Products and services quoted in a quotation may not be complete, but is merely an estimate of the minimum scope of Products and services that will be required in order to complete the work product in accordance with the purchase order and specifications. Additional Products and services may be or become required in order to fulfill the purchase order and complete the work product even if such additional Products or services were not, or could not be accounted for in the quotation. Such potential additional Products and services will be accounted for and invoiced after LAWO’s fulfillment of the Product order and completion of services and work product.

7. PURCHASE ORDERS AND ACCEPTANCE. (a) Purchase orders must be submitted to LAWO in writing, whether by mail, telefax, email or online, and must reference the individual quotation number. All purchase orders received from the Customer must be subject only to these Terms and Conditions. No purchase order shall be deemed accepted until LAWO notifies Customer of its acceptance in writing. Purchase orders that alter the terms of the corresponding quotations shall be deemed requests for new quotations.

(b) ACCEPTANCE IS CONDITIONED UPON CUSTOMER’S ACCEPTANCE OF THE TERMS AND CONDITIONS AND LAWO’S LIMITED WARRANTY TERMS SET FORTH IN SECTION 3 HEREIN.
8. MODIFICATION OF ORDERS. Subject to Section 9 below, no accepted purchase order shall be modified or canceled except upon the written agreement of LAWO and the Customer. Mutually agreed cancellations shall be subject to reasonable charges based upon expenses already incurred by LAWO, commitments made by LAWO and a reasonable percentage profit margin for LAWO. Mutually agreed change orders shall be subject to all provisions of these Terms and Conditions.

9. PRICE INCREASES. Any quotations made by LAWO are based on material and labor costs at the time the quotation was submitted and the quoted prices shall remain valid for thirty (30) days. Thereafter, LAWO may increase its prices at its sole discretion (subject to change without notice), provided that increased prices shall not apply to purchase orders accepted within such thirty (30) days from the date of the applicable quotation.

10. PRICING AND DELIVERY TERMS. Unless otherwise agreed upon in a Lawo quotation and corresponding purchase order, all Products are delivered Ex Works (Incoterms 2020) the Lawo manufacturing facility in Rastatt, Germany, or such other facility as LAWO may designate. Orders are then shipped per LAWO’s choosing at lowest cost standard freight rates. LAWO shall have no further responsibility for the Products and title and all risk of damage, loss or delay shall pass to the Customer Ex Works provided that no title transfer shall ever occur for any licensed Software associated with any Product sale or rental. Differing delivery terms (Incoterms 2020) are subject to additional charges to be agreed upon in a Lawo quotation and corresponding purchase order. In the event Customer issues special shipping instructions, Customer shall be responsible for such and any additional expenses caused thereby and may be asked to prepay such or accept collect shipment.

If a quotation also includes assembly and/or commissioning and training and unless otherwise agreed, the Customer shall pay the remuneration agreed upon in the quotation and purchase order or a separate written agreement and any incidental costs required, including, without limitation, for travelling and transport as well as allowances.

11. ASSEMBLY AND INSTALLATION. Unless otherwise agreed in written form, assembly, commissioning and training shall be subject to the following provisions:

a) The Customer shall provide at its own expense and in due time:
   i) all electrical and construction work and other ancillary work outside LAWO’s scope, including all necessary skilled and unskilled labor, construction materials and tools, not directly related to or a part of the Hardware Product(s) supplied by LAWO under these Terms and Conditions.
   ii) the equipment and materials necessary for assembly and commissioning such as scaffolds, lifting equipment and other devices as well as fuels and lubricants.

b) Before any work starts, the Customer shall make available any information required concerning the location of concealed electric power, gas and water lines or of similar installations as well as the necessary structural data.

c) Prior to installation, the materials and equipment necessary for the work to start must be available on the site of installation and any preparatory work must have advanced to such a degree that installation can be started as agreed and carried out without interruption. Access roads and the site of installation must be level and clear.

d) If assembly, erection or commissioning is delayed due to circumstances for which LAWO is not responsible, the Customer shall bear the reasonable costs incurred for idle times and any additional travelling expenditure of LAWO or its personnel.

12. PAYMENT TERMS. The purchase price or rental price shall be due NET 30 DAYS upon receipt of an invoice unless otherwise expressly stated and agreed in writing by LAWO. If any invoice is not paid in full within such thirty (30) day period, then finance charges shall be assessed at the rate of one percent (1%) per month (twelve percent (12%) per year). If such rate is deemed to be usurious at any time, it shall be reduced to the maximum rate permitted by applicable law. LAWO may cancel the purchase order and stop or withhold shipment of Products if the Customer does not fulfill its payment obligations. If LAWO has doubts about payment for any reason, LAWO may require full or partial payment in advance and as a condition to the continuation of its delivery of Products or rental Products.

Customer shall not deduct, offset or otherwise withhold full and prompt payment by reason of any credits or claims for credits or other claims without the express written consent of LAWO.

Customer shall be responsible for any sales, use, value-added or other excise tax on the products.
13. SECURITY INTEREST. Unless and until the Products are paid for in full, LAWO reserves a purchase money security interest in them to secure the unpaid balance of the purchase or rental price. The Customer hereby grants to LAWO a power of attorney, coupled with an interest, to execute and file on behalf of the Customer all necessary financing statements and other documents required or appropriate to protect the security interest granted herein.

14. ACCEPTANCE OF PRODUCTS. The Customer will conduct any incoming inspection tests as soon as possible upon arrival of the Products, but in no event later than five (5) days after the date of receipt. Any Products not rejected by written notice to LAWO within such period shall be deemed accepted by the Customer and LAWO shall not be liable for any additional costs, expenses or damages incurred by the Customer, directly or indirectly, as a result of any shortage, damage or discrepancy in a shipment. The Customer may not reject any Products for immaterial defects.

15. LIMITATION OF REMEDIES.
   (a) NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT SHALL LAWO, OR ITS AFFILIATES, MANUFACTURERS, SUPPLIERS OR LICENSORS (AS THIRD PARTY BENEFICIARIES) BE LIABLE FOR DIRECT DAMAGES OR OTHER LOSSES OR LIABILITIES DIRECTLY RELATING TO THE PRODUCTS, SOFTWARE OR SERVICES OR OTHERWISE ARISING OUT OF, RELATED TO, OR IN ANY WAY CONNECTED WITH THE SAME INSTALLATION OR OTHER USE OF PRODUCTS OR THE PROVISION OF SERVICES, IF AND TO THE EXTENT SUCH DIRECT DAMAGES OR LOSSES EXCEED THE ACTUAL AMOUNT PAID BY CUSTOMER FOR THE SPECIFIC PRODUCT(S) OR RELATED SERVICES THAT DIRECTLY GAVE RISE TO THE DAMAGES OR OTHER LOSSES OR LIABILITIES CLAIMED (PROVIDED THAT FOR ANY SERVICES, THE AMOUNT SHALL BE LIMITED TO THE AMOUNT PAID FOR SAID SERVICES DURING THE TWELVE (12) MONTHS PRIOR TO BRINGING THE CLAIM), REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, EXPRESS OR IMPLIED WARRANTY, TORT, PRODUCT OR OTHER STRICT LIABILITY, TRADE PRACTICES, OR OTHERWISE, AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

   (b) LAWO SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DELAY IN FURNISHING THE CUSTOMER WITH PRODUCTS.

   (c) IN NO EVENT SHALL LAWO’S LIABILITY INCLUDE ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE LOSSES OR DAMAGES, EVEN IF LAWO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

16. RETENTION OF INDUSTRIAL PROPERTY RIGHTS. On behalf of itself and its manufacturers, LAWO reserves all rights of trademark, ownership, copyright and other industrial or intellectual property rights, title and interest to any trade or service names, software, firmware, specifications, technical data, drawings, illustrations, catalogues, models, documents and sales literature. Customer may not make use of any such or in any manner reproduce or reverse engineer such without the express written consent of LAWO or the manufacturer.

17. REGULATORY LAWS AND STANDARDS. LAWO makes no representation that its Products conform to state or local laws, ordinances, regulations, codes or standards except as may be otherwise agreed to in writing by LAWO.

It is the policy of LAWO to comply fully with the export laws and regulations of the United States government and / or applicable laws and regulations of other countries. Unless otherwise specifically agreed between the parties in writing, LAWO’s Products are intended for use solely within the USA. Customer represents and warrants that it is purchasing or renting Products exclusively for civilian, non-military purposes to be used in the United States in compliance with the laws of this country and that there will be no re-export or diversion contrary to such laws. 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 Products under this Agreement or any permitted resale of the Products by Customer. Customer assumes all responsibility for shipments of Products requiring any government import clearance.

Customer represents and warrants to Lawo that (A) Customer and its affiliates, directors, officers and employees are not currently subject to any sanctions administered by the Office of Foreign Assets Control (OFAC) and (B) Customer conducts its business without violating, and by purchasing or renting Lawo Products or Services hereunder customer will not violate, federal, state, or local anti-money laundering laws.

LAWO and Customer are Independent Contractors and not principal and agent. Nothing construed or contained in these Terms and Conditions shall be construed to create a partnership, dealership, reseller, agency, employment or joint venture relationship. Without limiting the generality of the foregoing, Customer is not authorized to make, and shall not make, any representations on behalf of, or which are binding upon, LAWO and shall take no actions on behalf of, or which are binding upon, or creating any liability under export laws and regulations for LAWO. The status of LAWO and its personnel and any subcontractors is and will be that of independent contractors, and no such personnel or subcontractors will, at any time or for any purpose, be deemed employees or agents of Customer.
TERMS AND CONDITIONS (CONT.)

18. PRODUCT SPECIFICATIONS. LAWO’s Products are made only
in the sizes and to the specifications set forth in its catalogs
and other literature. If any alteration is requested, such altered
Product will be treated as a made-to-order item. LAWO assumes
no responsibility for typographical errors which may appear in
its catalogs or literature, and cannot accept alteration charges
caused by such errors.

19. SYSTEM DESIGN. Responsibility for system design to ensure
proper use and application of LAWO’s Products within their pub-
lished specifications and ratings rests solely with the Customer.

20. RETURNS.

a) PURCHASED PRODUCT RETURNS. Returns of properly delivered
and non-defective Hardware Products is only permissible with the
prior written consent of LAWO at Customer’s expense and LAWO
shall have the right to charge a restocking fee to cover administra-
tive, inspection and repacking costs. No Products shall be returned
unless undamaged, unused, and in their original unopened pack-
ing. Returns of Hardware Products are only entitled to a credit note
for other purchases and not for repayment and all freight charges
shall be deducted. All costs for modification of specially made Prod-
ucts shall also be deducted.

b) RENTED PRODUCT RETURNS. Rented Products must be
returned within the time frame specified in the rental agreement
and must be returned in the same condition as they were delivered,
normal wear and tear accepted. LAWO shall have the right to charge
the customer for any defects, missing or damaged Products or com-
pONENTS and customer agrees to promptly pay invoices for same.
Unless otherwise agreed by both parties in advance, the customer
shall be responsible for any return freight charges and shall insure
the return shipment against loss or damage for the full value of the
Product. Late returns of rental Products over 48 hours after the orig-
inal rental period may incur additional fees up to the full value of the
rental agreement. If Customer fails to return rental Product within
30 days after the end of the agreed rental period LAWO will consider
the Product to be purchased by the Customer and will invoice the
full value of the Product.

21. CHOICE OF LAW AND JURISDICTION.

(a) This agreement, including any, quotation, purchase order, terms
and conditions or other documents relating to or forming part of
the purchase order shall be governed by the internal laws of the
state of New York, excluding its conflict of laws principles. The
UN Convention on the International Sale of Goods is specifically
waived and excluded.

(b) All issues, matters, disputes not subject to arbitration or in aid
of arbitration or entry of judgment as provided below between the
parties shall be exclusively adjudicated by the Federal and
State courts in New York and each party hereby consents to the
in-personam jurisdiction of those courts and venue. Each party
waives any claim of forum-non-convenience. In consideration
for entering into this agreement each party irrevocably waives
its right to trial by jury.

(c) Enforcement of any final legal or equitable judgment may be
had in any court of competent jurisdiction.

(d) Any controversy or claim arising out of or relating to this con-
tract, or the breach thereof, shall be settled by arbitration
administered by the American Arbitration Association in accor-
dance with its Commercial Arbitration Rules, and judgment
on the award rendered by the arbitrator(s) may be entered in
any court in the State of New York. No arbitrator shall have
the power to issue any equitable orders for injunctions, spe-
cific performance or the like and such powers shall be exercised
exclusively by the courts. The arbitration shall be conducted
before three (3) arbitrators. The arbitrators shall endeavor to
decide disputes or to have discretion to limit Discovery to avoid all unnecessary and
burdensome demands. The award shall be accompanied by a
written opinion setting forth the grounds for the determination.
The proceedings shall be held in the English language but each
side shall have the right to translation and interpreter services
at its own cost for any non-native English speaker.

(e) If a dispute arises out of or relates to this contract, or the breach
thereof, and if the dispute cannot be settled through negoti-
ation, the parties agree first to try in good faith to settle the
dispute by mediation administered by the American Arbitration
Association under its Commercial Mediation Procedures before
resorting to arbitration, litigation, or some other dispute reso-
lution procedure, but excluding any applications for equitable
relief in the courts in the State of New York.

(f) In any arbitration or court proceeding, the arbitrators or court
shall award legal fees and litigation expenses to the party it
determines has the most meritorious position in the proceed-
ings.

22. FORCE MAJEURE. Any delay or failure of LAWO to perform its
obligations hereunder shall be excused and the time for per-
formance extended if, and to the extent that it is caused by an
event or occurrence beyond the reasonable control of LAWO and
without its fault or negligence, such as by way of example and
not by way of limitation, acts of God, actions by any governmen-
tal authority (whether valid or invalid), fires, floods, windstorms,
explorations, riots, natural disasters, wars, civil unrest, terrorism,
sabotage, unavailability of raw materials, energy or transport
and strikes, travel restrictions, epidemic or pandemic (“Force
Majeure”). During the period of such delay, or failure to perform
by LAWO, LAWO shall provide Customer with prompt written
notice of such delay including a description of the cause of the event or circumstance, an estimate of the duration of the delay
and a statement regarding the remedial steps that are being
undertaken to resume performance. Should the effect of Force
Majeure continue for more than sixty (60) consecutive days,
both parties shall settle the further execution of the Contract
through friendly negotiation.

23. NOTICES. Notices permitted or required to be given hereunder
shall be deemed sufficient and effective upon actual receipt,
if given by personal delivery, fax, email, internationally recog-
nized courier or certified mail, postage prepaid, return receipt
requested, addressed to the respective parties as they may des-
ignate by like notice from time to time.

24. FINAL AGREEMENT. The quotation, purchase order, these
Terms and Conditions and all documents specifically annexed
thereto or referred to therein (including, without limitation,
license agreements with regard to Software) are a full and final
statement of the terms of the agreement and all prior or contem-
poraneous discussions or writings shall not be deemed part of
this agreement. In the event of a conflict between the terms of
individual written quotations by LAWO or Service Level Agree-
ments ("SLA") provided by LAWO and these Terms and Condi-
tions, the terms of the quotation or SLA shall take precedence.
These Terms and Conditions shall survive the termination of the
agreement or purchase order.

25. SEVERABILITY. If any provision or portion of these Terms and
Conditions are invalid or unenforceable, such provision shall be
deemed not to be a part of these Terms and Conditions and
shall not affect the validity or enforceability of the remaining
provisions.

Dated: May 12, 2021