



Fluid Mechanics LLC
General Conditions of Sale
April 5, 2016

1 Scope, Divergent Agreements, Partial Invalidity

- 1.1 These General Conditions of Sale ("Terms and Conditions") shall apply to all Fluid Mechanics LLC ("Fluid") sales, associated services and any other activities undertaken by Fluid pursuant to the specific terms of sales / delivery of the goods (hereinafter referred to as the "Goods") contracted for hereunder with buyer ("Buyer").
- 1.2 These Terms and Conditions and any contract entered into by Fluid and Buyer for the Goods and services are collectively referred to as the "Contract". The Contract is the exclusive terms and conditions, and the entire agreement between Fluid and Buyer. Buyer's terms and conditions shall not apply, and are rejected. The provisions of the Contract may not be amended other than by written agreement between the parties.
- 1.3 Neither party has placed any reliance on any verbal declarations, agreements, statements, understanding, or subsequent amendments to the Contract and guaranteed quality details of the delivery item except those expressly agreed to in writing by Fluid. Fluid assumes no contractual obligation other than as expressly set out in these Terms and Conditions, whether arising under any condition or warranty of merchantability, fitness or quality or any other contractual condition or warranty express or implied by statute or otherwise.

2 Quotation and Conclusion of Contract

- 2.1 All quotations made by Fluid shall be binding only if given in writing and explicitly stated as binding, and cost estimates shall be non-binding. Costs associated with the preparation of special cost estimates shall be borne by the Buyer.
- 2.2 Documents provided to Buyer, including but not limited to illustrations, dimensional sketches and drawings, details of weight, services, and operating costs, are for information only, unless they have been expressly guaranteed in writing as quality details by Fluid.
- 2.3 Fluid retains the ownership and copyright of quotations, drawings, reports and other documents; such documents, as well as items manufactured for that purpose, shall not be disclosed to third parties and shall be returned immediately upon request.
- 2.4 The Buyer's purchase order ("Purchase Order") shall not constitute a binding contract, unless confirmed in writing by Fluid ("Confirmation of Order"). The Confirmation of Order will be provided within six (6) weeks of Fluid's receipt of the Purchase Order. Such Confirmation of Order shall be binding on the Buyer unless the Buyer replies in writing to the contrary immediately upon receipt of the Confirmation of Order.
- 2.5 The Buyer shall bear the risk of faulty transmission of orders or instructions given by telegram, telex, telefax or telephone.
- 2.6 If the Buyer cancels the Contract before its performance, Fluid will be entitled to claim liquidated damages in the amount of fifteen (15%) percent of the contractual value. Fluid and Buyer agree that actual costs suffered by Fluid as a result of the cancellation may be difficult to ascertain, uncertain in nature and incapable of exact determination in each instance, and that the charge is a good faith estimate of the costs suffered by Fluid, and not a penalty, resulting from the cancellation.

3 Delivery

- 3.1 Unless otherwise agreed, the delivery term is "Ex Works" Fluid (as defined by the current edition of the ICC Incoterms® 2010). Fluid has the right to deliver the Goods in installments within the agreed delivery period.
- 3.2 Fluid will endeavor to meet the stipulated delivery periods and dates, provided it has received all documents required for processing the Purchase Order and the Buyer complies with all its contractual obligations without limitation, making initial payments and opening letters of credit. The period for delivery shall commence on the earlier of either: (i) the date of dispatch of the Confirmation of Order or (ii) the date on which the parties sign a contractual document; however, not before receipt and clarification of the documents, information, approvals and materials to be procured by the Buyer.
- 3.3 Deliveries of Goods or services may require governmental or other approval. If Fluid has agreed to apply for such approval(s), the Buyer undertakes to cooperate and promptly provide at its cost, all documents required for applying for such approval to Fluid.
- 3.4 In the event the Buyer fails to fulfil its contractual obligations or in the event of force majeure, the periods and deadlines, including delivery, shall change accordingly. Force majeure shall be any occurrence which Fluid may be unable to prevent in the given circumstances, including but not limited to acts of God, war, hostile acts, industrial disputes, disturbances of the normal operations of Fluid' business or its suppliers and non-receipt of deliveries. Fluid will notify the Buyer of a force majeure event.
- 3.5 If a binding delivery date is not met, Fluid shall be deemed to be in delay of delivery after a grace period of three (3) weeks of the original delivery date, except for excused delays such as a force majeure event. If a non-binding delivery date or a non-binding delivery period is agreed, the Buyer may request delivery by Fluid six (6) weeks after this date or period. Once this delivery request has been received, Fluid shall be deemed to be in delay of delivery. If the Buyer is entitled to claim for damages caused by delay of delivery, these damages shall be limited to 0.5% of the price of the delayed delivery per completed week of delay in the event of negligence; however, to a maximum of 5% of this price. If the Buyer wishes to withdraw from the Contract and/or claim damages in lieu of performance, the Buyer must provide Fluid with a reasonable final deadline for delivery.

4 Prices and Terms of Payment

- 4.1 Unless otherwise agreed, prices are quoted net cash without discount or other reductions. Unless stated otherwise, standard packing costs are included. Insurance costs, customs charges and other charges are not included, and is the Buyer's responsibility.
- 4.2 Any amount payable by the Buyer under a Contract is exclusive of any value added tax, use tax, goods or services tax, sales tax, stamp duty, or any other tax or a similar nature. If any such tax is or becomes chargeable, the Buyer shall pay the tax at the currently applicable rate.
- 4.3 Payments shall be made to Fluid's bank account in accordance with the agreed conditions. Banker's charges and expenses for letters of credit shall be borne by the Buyer.
- 4.4 In the event of any late payment by the Buyer, Fluid shall, without prejudice to any other legal rights or remedies, be entitled to charge interest at the rate of 8% above the current base rate set by U.S. Prime Rate, in any event not less than 10%.
- 4.5 The offset of any amount payable against counterclaims of the Buyer is not allowed, unless agreed to by Fluid.
- 4.6 The Buyer will indemnify Fluid against any loss or liability that Fluid may suffer or incur (directly or indirectly) for or on account of tax and which arises as a result of or is attributable to a payment received or receivable (or any payment deemed to be received or receivable) from the Buyer under any Contract or the sale and delivery or performance of any Goods. This does not apply to any tax assessed on Fluid under the laws of its jurisdiction of incorporation if that tax is imposed on or calculated by reference to its net income, profits or gains.

5 Retention of Title

- 5.1 The Goods shall remain the property of Fluid until disputes arising out of the Contract or in connection with the business relationship have been fully settled.
- 5.2 In circumstances where the Goods remain Fluid' property, all machining and processing (as well as its connection with other equipment) by the Buyer or a third party is for the benefit of Fluid. Where the Goods are no longer readily identifiable, Fluid shall have co-ownership in the new processed items up to the value of the Goods delivered by Fluid.
- 5.3 Fluid agrees to the re-sale of the Goods by the Buyer within the regular course of Buyer's business, revocable and subject to the provisions of clause 5.8. Any property of Fluid under this clause 5 shall not become subject to any lien or encumbrance. Buyer hereby assigns to Fluid as security all claims it may have against any third party arising out of or in connection with any re-sale of the Goods supplied by Fluid. Subject to revocation by Fluid, the Buyer is entitled and obligated to collect payment for any re-sale. If the Buyer in any re-sale contract discontinues payment, the Buyer's authority to collect payment terminates immediately and automatically.
- 5.4 At the request of the Buyer, Fluid will release the securities to which it is entitled according to the aforementioned clauses upon full and complete payment for any re-sale of the Goods.
- 5.5 The Buyer is required to carefully store Fluid property, to keep it in good technical condition and to ensure that any necessary repairs will be carried out promptly. Except in cases of emergency, any property for which the title is retained shall be repaired by Fluid.
- 5.6 The Buyer shall keep the Goods insured at its cost against all relevant risks with the agreement that Fluid will be entitled to all rights under such insurance. The insurance policy settlements and payments shall be submitted to Fluid upon request.
- 5.7 In case of attachment or other instances of impairment of Fluid' rights hereunder, Buyer shall notify Fluid in writing immediately. If the Buyer fails to comply with its payment and insurance obligations or other obligations resulting from the retention of title, including the assignment of claims, if Fluid receives notification from the underwriter about Buyer's default as provided for in the policy, if the Buyer discontinues payments or files for insolvency, any outstanding payment shall become due immediately. Any power of re-sale the Buyer has according to clause 5.3 above shall be deemed terminated. If the outstanding payment cannot be paid immediately, the Buyer forfeits his right to use Fluid property. In such case, and if the Buyer stops payments or files for insolvency, Fluid shall be entitled after giving reminder with a 14-day period of grace, to take back the Goods delivered and the Buyer shall have the obligations to surrender them upon request. In taking so possession of any of its property in which third parties may also have co-ownership rights, Fluid will act also in the name of the co-owners. All costs incurred arising out of or in connection with this clause 5 shall borne by the Buyer. Fluid shall, if applicable with the consent of co-owners, be entitled, regardless of the payment obligations of the Buyer, to dispose of the Goods or processed items by private sale or public auction. The proceeds of such sale or auction shall, after deduction of costs and claims by Fluid and third parties, be paid to the Buyer.
- 5.8 If retention of title is not permissible in the country in which the Goods are kept, but a seller may reserve other rights in the Goods, Fluid will be entitled to exercise all such rights or remedies. The Buyer shall, at Buyer's expense, undertake all such action as is necessary to render effective and maintain the retention of title or in lieu thereof, any other rights to the Goods.

6 Delivery and Shipment

- 6.1 After Fluid provides notice of delivery, the Buyer is required to make the agreed payment and thereupon accept the delivery item immediately.
- 6.2 If damages are claimed, Fluid shall be entitled to claim either 15% of the sales price to the exclusion of further damages or compensation for the damages actually incurred. If Fluid does not exercise this right, Fluid has the authority to claim free disposal of the delivery item, notwithstanding its other rights and at this point to provide a delivery item of the same type within a reasonable period, subject to the contractual conditions.
- 6.3 If shipment is delayed for reasons beyond the control of Fluid, risk shall pass to the Buyer upon receipt of the notice of readiness for shipment. This provision shall also apply to partial shipments. Beginning one

(1) month following the giving of such notice of readiness, the Buyer will be charged for storage at Fluid's facility.

7 Warranty

7.1 Unless otherwise stated, the warranty period for Buyer's claims due to defects shall expire either (i) twelve (12) months following delivery Ex Works Fluid, or (ii) sixteen (16) months after written notice of readiness for shipment, whichever occurs first. Defects shall be rectified by Fluid in accordance with the technical requirements and at its sole discretion by replacing or repairing the defective parts. This is the Buyer's sole remedy and the liability of Fluid for warranty claims

If Fluid repairs the defect or replaces the defective part, the repaired or replaced Good assumes the unexpired portion of the warranty period remaining from the original warranty period; and does not renew or extend the term of the original warranty period.

7.2 Warranty coverage is not available if the defect or damage is caused by one or more of the following:

- a) normal wear and tear or outside influences such as improper handling, storage or installation, inadequate protection against corrosion, physical damage, faulty assembly, chemical, electrical or other harmful effects;
- b) if the Good is changed by another party or due to the incorporation or attachment of parts originating from another source;
- c) non-compliance with the operating, maintenance and inspection instructions provided by Fluid;
- d) abuse of the Good or its use for purposes other than those agreed; or
- e) excessive stress including but not limited to operation under unusual circumstances which were not made known to Fluid in writing at the time the Purchase Order was placed.

7.3 Fluid's obligations according to this clause 7 are conditioned on the Buyer's compliance with its contractual obligations and providing written notice of a claim to Fluid with respect to the defect immediately.

7.4 Fluid provides warranty coverage subject to the following terms, conditions and limitations:

- a) Fluid shall choose whether to remedy the defective part (rectification) or supply a replacement part that is free from defects.
- b) In the event of rectification, the following shall apply:
 - 1) The defective parts and the damage to other parts of the delivered item caused by these defective parts shall be repaired at a location chosen by Fluid – its own facility, an appointed workshop or the place of operation – or replaced, in each case at no cost to the Buyer.
 - 2) If rectification by Fluid or by its authorized workshops are not reasonable for the Buyer, proper rectification can be carried out by the Buyer or a third party, subject to the agreement of Fluid. In this case, Fluid shall reimburse the costs up to the amount which would have been incurred had Fluid carried out the rectification work itself. Fluid makes no representation as to quality or otherwise; and Buyer is solely responsible for any defect in material or workmanship related to its and the third party's rectification.
 - 3) If a defect is to be rectified at Fluid's facility or a workshop appointed by Fluid, the Buyer shall send the defective parts, or the complete delivered assembly unit if necessary, to the facility or the workshop at its own costs. If this sending takes place within the first 12 months following delivery, Fluid shall reimburse the cost of the most economic form of shipment. This also applies, if defective parts are replaced and Fluid demands the return of the parts that are to be replaced.

- 4) If the defect is to be rectified at the place of operation, the Fluid personnel shall be provided with the personnel and equipment required, based on the specific characteristics at the place of operation, free of charge.
 - 5) Fluid shall pay the freight costs for the most economic form of shipment for the rectified or replaced parts. In addition, Fluid shall reimburse the Buyer all reasonable costs for removal and installation of the defective parts out of the delivered Goods up to the amount which would have been incurred had the defective parts been removed and installed at Fluid' facility. Fluid shall not reimburse the costs for removing and installing further Goods from an assembly or any other cost.
 - 6) Replaced parts shall become the property of Fluid.
 - 7) For the parts installed during rectification, the Buyer can submit defect claims based on the Contract until the warranty period for the Good has expired.
 - 8) Buyer will comply with Fluid's storage and handling guidelines for the defective parts, if applicable, and provide proof of compliance.
- c) If it is determined by Fluid that a claim made by the Buyer is not covered by the warranty, the Buyer is obliged to take back the forwarded parts without delay and pay the costs for outward and inward shipment as well as all other costs including the costs required for inspecting parts alleged to be defective.
 - d) If the rectification of any defects involves disproportionate expenses, Fluid may instead grant the Buyer a corresponding price reduction, provided, however, that the repaired item can still be used by the Buyer for the intended purpose without the defect having been remedied.
 - e) The right to demand a price reduction based on legal regulations or withdraw from the Contract shall accrue to the Buyer if Fluid proves incapable of remedying the defect.

LIMITATION OF WARRANTIES: THIS WARRANTY IS GIVEN EXPRESSLY AND IN PLACE OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, REPRESENTATIONS, OR WARRANTIES NOT SPECIFIED HEREIN.

8 Liability

- 8.1 The Buyer will indemnify and hold harmless Fluid from and against all losses, liabilities, claims or demands whatsoever (including without limitation, all costs, expenses and attorney fees), arising out of or incident to (i) Buyer's breach of the representations, warranties, or covenants set forth herein, (ii) all third party claims brought against Fluid, and (iii) any personal injury (death) or any damage to or loss or destruction of property, in any manner based upon, occasioned by, or attributable or related to the Goods or to any act or omission, negligent or otherwise, in the performance, negligent performance, or non-performance of the Contract whether by Buyer or its subcontractors (except where such third party claim, injury to or death of persons or damage to or loss or destruction of property is due solely to the negligence of Fluid, its officers, agents or employees).
- 8.2 In no event, whether as a result of breach of contract or warranty, alleged negligence, or otherwise, shall Fluid be subject to liability for incidental, consequential, indirect, special or punitive damages of any kind, including without limitation to damage to property, commercial losses, lost profits, loss of use, inconvenience, loss of time, cost of capital, cost of substitute equipment, downtime, or claims of customers.
- 8.3 Liability for delivery delay is provided for in clause 3.
- 8.4 The Buyer is obliged to notify Fluid of any damage or loss without delay and to allow Fluid to assess and inspect the damage or loss.

- 8.5 The Buyer accepts that the various limitations or exclusions relating to the performance or non-performance of the obligations of Fluid as set out in the Contract will limit or exclude the liability of Fluid to the extent and in relation to the matters specified and that, subject to such limitations and exclusions, the liability of Fluid with respect to all other matters arising from or in connection with the Contract will be limited to the lesser of either (i) the total amount received by Fluid from Buyer under the Contracts in the calendar year in which the cause of action arose or (ii) Five Hundred Thousand (\$500,000) USD.
- 8.6 Nothing in these Terms and Conditions or the Contract will exclude or limit any liability on the part of Fluid other than to the extent permissible by applicable law. To the extent that any part of these Terms and Conditions or any Contract has such effect, the parties agree to replace such part of these Terms and Conditions or any Contract with provisions modified to the extent necessary to ensure such exclusion or limitation is permissible by law, but no further.
- 8.7 Subject to clause 8.6 and except where expressly specified in these Terms and Conditions, Fluid will not be liable to the Buyer for any losses which are any of the following:
- (a) a loss of profit, interest, goodwill, business opportunity, business, revenue, or anticipated savings;
 - (b) those related to damage to reputation;
 - (c) indirect, special, punitive or consequential losses, even if they were foreseeable and despite Fluid being advised of the possibility that they were in the contemplation of the Buyer.
- 8.8 The Buyer and Fluid agree that these Terms and Conditions and the Contract have been the subject of negotiation at arms' length between sophisticated parties, is fully understood by each, with regard to:
- (a) the terms of these Terms and Conditions and any Contract;
 - (b) the express warranties given by Fluid and the Buyer's rights under these Terms and Conditions; and
 - (c) the exclusions, waivers and limitations of liability set out in these Terms and Conditions.

9 Export and Import Control

- 9.1 The Buyer acknowledges that any Information provided to or received by it in accordance with or in relation to the Contract may be subject to export control laws and regulations including, without limitation the United States Department of State International Traffic in Arms Regulations ("ITAR") and the United States Department of Commerce Export Administration Regulations ("EAR"). The Buyer agrees that it will strictly comply with all applicable requirements under such laws and regulations, without limitation, all codes of conduct, relevant license(s), guidelines, notices and instructions in relation to any use, export or transfer of Goods or Information.
- 9.2 The party which is exporting, in the case of exports or re-exports, or the party which is importing, in the case of imports, will be responsible for obtaining all necessary licenses, or other governmental authorizations required in connection with any export, re-export, or imports, as the case may be, under any Contract. The parties will co-operate with each other in securing any such licenses or authorizations as may be required and each will provide such statements, certificates and assurances as are required, including regarding the transfer, disposition, end-use, source of supply and re-export of any Goods or Information.
- 9.3 Any government fees or charges in connection with obtaining such licenses or authorizations will be the responsibility of the party that is exporting, in the case of exports or re-exports, and of the party that is importing, in the case of imports
- 9.4 The Buyer confirms that any Goods, services, or Information received from Fluid will not be used for purposes associated with chemical, biological or nuclear weapons or missiles capable of delivering such weapons, nor will they be re-sold or re-transferred if the Buyer knows or suspects that they are intended or likely to be used for such purposes.

9.5 Both parties will use reasonable endeavors to secure and maintain all necessary governmental licenses or authorizations (including any necessary export licenses) to enable them to comply with their respective contractual commitments.

9.6 The Buyer will provide a declaration of non-transfer and, if required, any other appropriate certificates or declarations regarding the end use of any Goods, services, or Information.

10 Intellectual Property Rights

10.1 The Buyer will not acquire any title, right or interest in or to any intellectual property rights ("IPR") belonging to or licensed to Fluid or developed by Fluid, including any IPR relating to:

- (a) any services, processes, procedures or documentation used by Fluid in the performance of any services under the Contract;
- (b) any Goods provided under the Contract; or
- (c) any Information provided under the Contract.

10.2 Subject to clauses 10.3 and 10.4, the sole liability of Fluid in respect of any claims for infringement of a third party's IPR, will be to indemnify the Buyer against any loss resulting from a third party claim that the use by the Buyer of any Goods, services, or Information infringes any IPR owned by such third party, provided that Fluid will not be liable to the Buyer for any loss of profit, contracts, revenue or goodwill, indirect losses, or any loss of use of such Goods, services or Information, arising as a result directly or indirectly of any such claim.

10.3 The Buyer will, as soon as is practicable, give notice in writing to Fluid of any such claim providing full details, following which Fluid may at its own expense and at its sole discretion:

- (a) assume the defense, disposal or settlement of such claim and the Buyer will give Fluid all reasonable assistance and will not by any act or omission do anything which may directly or indirectly prejudice the position of Fluid in respect of such claim; and/or
- (b) substitute for any allegedly infringing Goods, services, or Information substantially equivalent non infringing Goods, services, or Information.

10.4 The indemnity contained in clause 10.2 will not apply to claims for infringement in respect of:

- (a) any Goods not of Fluid design or delivered by Fluid but Fluid will, in the event of any claim for infringement, pass on to the Buyer, in so far as it has the right to do so, the benefits of any indemnity given to Fluid by the designer, manufacturer or supplier of such Goods; or
- (b) any use of the Goods in a manner not permitted by the specifications or requirements of such Goods; or
- (c) any modification to the Goods which is carried out by or on behalf of the Buyer, if such modification is not authorized by Fluid in writing; or
- (d) any Goods manufactured to the specific instructions of the Buyer; or
- (e) losses resulting from the Buyer failing to observe its obligations under any Contract and/or to the extent that such losses could be, but have not been, mitigated by the Buyer.

11 Confidentiality

11.1 Subject to clause 11.2, each party agrees to hold in confidence any commercial, financial, technical or operational information, know-how, trade secrets or other information of or in the possession of a party in any form or medium (including all data, know-how, calculations, designs, drawings, methods, processes, systems, explanations and demonstrations) which has been or may be disclosed or otherwise made

available to the other party, whether orally or in written, electronic or other form, including any copies or reproductions of such information in any form or medium, and any part or parts of the same, including the provisions and subject matter of any Contract any other agreements or documents executed by the parties in connection with the Contract ("Information"), which it acquires directly or indirectly from the other party and agrees:

- (a) to protect the Information with a reasonable degree of care and at least the same degree of care used to protect its own Information;
- (b) not to use the Information otherwise than for the purposes of the Contract it was provided under or for;
- (c) not to disclose the Information at any time or to any third party without the written approval of the other party;
- (d) not to copy or reduce the Information to writing or store, whether in a machine readable form or otherwise, except as may be reasonably required for the purposes of any Contract; and
- (e) not to remove, alter or deface any proprietary, confidentiality or security designations denoted on the Information.

11.2 The provisions of clause 11.1:

- (a) do not apply to Information which is:
 - (i) already in the public domain;
 - (ii) received from a third party who is without an obligation of non-disclosure; or
 - (iii) subject to compliance with clause 11.4 below, required to be produced by a legitimate legal authority; and
- (b) will not prevent either party from disclosing the Contract and financial Information concerning the business between the parties to affiliates, subcontractors and appointed auditors, legal advisers, insurers and accountants.

12 Termination

12.1 Either party may terminate the Contract immediately on written notice to the other party where:

- (a) the other party suffers an insolvency event;
- (b) the other party is in breach, or reasonably suspected to be in breach of any provision contained in clause 14.; or
- (c) the delivery is delayed for more than six (6) months by a force majeure event, and the force majeure events continue for more than twelve (12) months.

12.2 Termination by Fluid

- (a) Fluid may terminate the Contract in whole or in part immediately on written notice to the Buyer if:
 - (i) the Buyer is in material breach or persistent breach of the Contract and (in the case of a breach that is remediable) does not remedy such breach within ten (10) days of receiving from Fluid written notice of the breach and a request to remedy the breach;
 - (ii) the Buyer is in breach of any obligation to make any payment under the Contract and such breach continues for a period of ten (10) days from the due date;
 - (iii) if it becomes unlawful in any applicable jurisdiction for Fluid to perform any of its obligations under the Contract;

- (iv) any representation or warranty made by the Buyer in the Contract was incorrect when made; or
 - (v) if the Buyer comes under the control directly or indirectly of any person who does not control the Buyer at the effective date of the Contract,
- (b) Without prejudice to its other rights or remedies, if Fluid is entitled to terminate but elects not to terminate the Contract in whole or in part, then Fluid may do one or more of the following:
- (i) stop performing its obligations under the Contract;
 - (ii) treat all invoiced amounts as immediately due and payable;
 - (iii) exercise a lien upon any Goods in the possession of Fluid to secure any monies due to Fluid under the Contract;
 - (iv) if any monies due to Fluid under the Contract remain due and unpaid for more than ninety (90) days and Fluid has exercised any of its rights under clause 12.2(b), Fluid may make a reasonable charge in respect of storage and insurance of any Goods in its possession and at any time after such period of ninety (90) days may sell any such item and apply the proceeds of sale towards such unpaid monies and any attorneys' fees incurred in association with such default; and
 - (v) retake possession of any items either owned by Fluid or in which Fluid retains an interest and held by the Buyer.

13 Consequences of Termination

- 13.1 Where Fluid terminates the Contract pursuant to clauses 7.1 or 7.2(a)(i),(ii) or (iv) then, without prejudice to the rights and remedies available to Fluid under law or equity, the Buyer will indemnify Fluid against any losses which Fluid may sustain or incur as a result of such termination within 30 days of Fluid providing the Buyer with claims documentation.
- 13.2 Where the Buyer terminates the Contract pursuant to clause 13.1, the Buyer will pay to Fluid any costs Fluid has incurred in performing such terminated Contracts up to the date of termination as notified by Fluid to the Buyer

14 Anti-Bribery and Corruption

- 14.1 Each party makes the following representations and warranties to the other party:
- (a) That the Contract, the relationship created hereby and that party's activities hereunder do not and will not violate laws, including but not limited to, any legislation enacted in the country in which it is incorporated or carries out business, or in any other jurisdiction where the Contract is performed, to enforce or implement either the United Nations Convention Against Corruption (being the subject of General Resolution 58/4 of 31 October 2003 of the General Assembly of the United Nations) or the OECD Convention on combating Bribery of Foreign Public Officials in International Business Transactions adopted on 21 November 1997; and (b) the United Kingdom Proceeds of Crime Act 2002, the United Kingdom Bribery Act 2010 and the United States Foreign Corrupt Practices Act 1977 (15 U.S.C. Section 78dd-1, et. seq.), as amended ("ABC Legislation"), or put the other party in violation of any such laws.
 - (b) That neither it nor its directors, employees, representatives, contractors or sub-contractors, or any other person acting on its behalf have, in respect of the subject matter of the Contract, authorized, offered, promised, paid or otherwise given anything of value or any financial or other advantage to or for the use or benefit of:
 - (i) any government official;

- (ii) any director, officer, employee, agent or representative of any commercial organization or private individual; or
 - (iii) any other person, entity or third party intermediary while knowing or having reason to know that all or any portion of such payment, thing of value or advantage would be offered, promised, paid or given to any of the persons described in clauses 14.1(b)(i) and 14.1(b)(ii) above, for the purpose of influencing any act or decision of any such person in his/her or its relevant capacity, including a decision to do or omit to do any act in violation of the lawful duty of such person or entity, or for the purpose of inducing such person or entity to use his/her or its influence with any organization, individual, government or instrumentality thereof to affect or influence any act or decision of such organization, individual, government or instrumentality, and in either case in order to obtain or retain business, secure any improper advantage or obtain any license, permit, approval, certificate or clearance with respect to import, export, storage or transport of any goods, vehicles, premises or facilities.
- (c) That its directors, employees, representatives, contractors or sub-contractors, or any other person acting on its behalf have not, in respect of the subject matter of the Contract, engaged in any other conduct which would constitute an offense under the ABC Legislation.
- (d) That neither it nor anyone acting on its behalf, including without limitation any of its current or former directors, officers or employees, whether directly or indirectly, in connection with the subject matter of this Agreement, will carry out any of the acts described in clauses 14.1(a) to 14.1(c) above.
- (e) In the event that any party is in breach of the provisions of this clause 14, the other party will be entitled to terminate the Contract in writing with immediate effect in accordance with clause 12.

15 Place of Jurisdiction and Applicable Law

- 15.1 These Terms and Conditions, Contract, and any non-contractual obligations arising out of or in relation to it will be governed by and construed in accordance with the laws of the State of Ohio, USA. The Buyer consents to the jurisdiction of the State of Ohio courts.
- 15.2 The laws of the State of Ohio, USA shall apply to these Terms and Conditions and the Contract, without regard to any conflicts of law principles, and to the exclusion of the United Nations Agreement on contracts for the international sale of goods of April 11, 1980.

16 General Provisions

16.1 Further Assurance

Each party agrees from time to time to promptly do and perform such other and further acts and execute and deliver any and all such other instruments as may be required by law to carry out and effect the intent and purpose of the Contract.

16.2 Waiver, remedies cumulative

The rights of each party under the Contract may be exercised as often as needed, are cumulative and apply in addition to its rights under law and may be waived only in writing and specifically. Not exercising or a delay in exercising any right is not a waiver of that right.

16.3 Counterparts

The Contract may be executed in any number of separate counterparts by the parties and by each party on separate counterparts. Each counterpart is an original but all counterparts will together constitute one and the same instrument.

16.4 Survival

Clauses 7, 8, 10, 11, 13, 15, and 16 of these Terms and Conditions will survive the expiration or termination of the Contract and such provisions will remain in full force and effect.

16.5 No partnership or agency

Nothing in the Contract will constitute a partnership or joint venture between the parties; constitute any party the agent of any other party; or create any fiduciary obligations between the parties. Neither party will represent itself as the agent or partner of the other party; or do anything (or omit to do anything) which might result in any person believing that such party has the authority to contract or enter into commitments on behalf of, or in the name of, the other party.

16.6 Severability

If any term or conditions of the Contract is or becomes illegal, invalid or unenforceable in any jurisdiction in relation to any party, that will not invalidate the remaining terms and conditions or affect the legality, validity or enforceability of that or any other term or provision in any other jurisdiction. In such cases, the Buyer and Fluid will replace the invalid provision by a valid provision that comes as close as possible to the party's intent of the invalid provision.

16.7 Assignment

The Buyer will not assign or transfer (whether voluntarily or involuntarily, by the operation of law or otherwise), declare a trust in respect of or create or permit to exist any security interest over, any of its rights or obligations under the Contract. Fluid will not transfer (whether voluntarily or involuntarily, by the operation of law or otherwise) any of its obligations under the Contract. Fluid may at any time, subject to the provisions of this clause 16.7, assign (including by way of security) any of its rights under the Contract (including its right to receive payment). Fluid will promptly notify the Buyer in writing about any assignment.