4.5 If repair Services are to be performed on Buyer’s equipment at Seller’s facility, Buyer shall be responsible for, and shall
be liable for, the cost of repair and, unless otherwise agreed upon in writing, shall also assume the risk of loss shall transfer to Buyer upon title passage.

4.5.1 For shipments that do not involve export, including shipments from one European Union (“EU”) country to another EU
country, Seller shall deliver Products to Buyer FCA Seller’s facility or warehouse (Incoterms 2010). For export shipments, Seller of all information necessary to proceed with the work without interruption. If Products delivered do not correspond in

4.5.2 If Products delivered do not correspond in

4.6 Each Disclosing Party warrants that it has the right to disclose the information that it discloses. Neither Buyer nor Seller
shall be required to enter into a contract with any third party for which the information is not available to the Disclosing Party.

5. Warranty

5.1 Seller warrants that Products shall be delivered free from defects in material, workmanship and title and that Services shall be
performed free from any defects in the workmanship and skill of Seller. Seller’s obligations under this warranty shall survive for ninety (90) days.

5.2 The warranty for Products expires one (1) year from their sale, or eighteen (18) months from delivery, whichever occurs first, except that software is warranted for ninety (90) days from the warranty for Services shall expire one (1) year after the completion of the Services, or eighteen (18) months after delivery, whichever occurs first. If software is warranted.

5.3 If Products or Services do not meet the above warranties, Buyer shall promptly notify Seller in writing prior to expiration of
the warranty period. Seller shall (i) at its option, repair or replace defective Products and (ii) if it performs Services. If Seller does not correct the defect or replace the Products or Services within thirty (30) days from the date of Buyer’s notice, Buyer shall be entitled to return any Products or Services in conformity with the terms of this warranty and shall also be entitled to recover the then current cost of acquiring replacement Products or Services from a third party. In such event, Seller shall

5.4 Buyer shall bear the costs of access for Seller’s remedial warranty efforts (including removal and replacement of systems, structures or other parts of Buyer’s facility), de-installation, de-commission, re-installation and transportation of defective Products to Seller or back to Buyer.

5.5 The warranties and remedies are conditioned upon (a) proper storage, installation, use, operation, and maintenance of
Products, (b) Buyer keeping accurate and complete records of operation and maintenance during the warranty period and providing Seller access to those records, and (c) modification or repair of Products or Services only as authorized by Seller in writing. Failure to meet any such conditions renders the warranty null and void. Seller is not responsible for normal wear and tear.

6. Confidentiality

6.1 Buyer and Seller (as to Information disclosed, the “Disclosing Party”) may each provide the other party (as to information
received, the “Receiving Party”) with Confidential Information in connection with this Contract. “Confidential Information” means (a) information that is designated in writing as “confidential” or “proprietary” by Disclosing Party at the time of disclosure, and (b) all oral or visual information provided to Receiving Party in confidence which in the reasonable opinion of Receiving Party is a trade secret or constitutes non-public, unpublished information for which Disclosing Party has a proprietary interest. The term “Confidential Information” includes, without limitation, all trade secrets, all results, discoveries, and developments of Disclosing Party and all other information relating to the Contract, the Business of Disclosing Party, or the rights of Disclosing Party, including, without limitation, information regarding the Business of Seller, Disclosing Party’s information contained in the Contract, and any other

6.2 Each Disclosing Party shall promptly notify the Receiving Party of any unauthorized use or disclosure of the Confidential Information. Receiving Party shall take reasonable steps to prevent the unauthorized disclosure or use of Confidential Information. Receiving Party shall be entitled to enforce such rights and remedies at law or in equity, including injunctive relief.

6.3 The obligations under this Article 6 shall not preclude either of the Disclosing Parties from disclosing Confidential Information to a government agency or an attorney, auditor, or other professional advisor of either party, or to its parent, subsidiary, or affiliated company, provided that such party obtains a written agreement from such professional advisor or officer to keep such information confidential.

6.4 Each Disclosing Party warrants that it has the right to disclose the information that it discloses. Neither Buyer nor Seller
shall be required to make any public announcement about the Contract prior to written approval by the other party. To the extent that any confidentiality agreement is required under this Article 6, any such disclosure shall be made in writing and shall be limited to the minimum amount of information necessary to achieve that result.

7. Intellectual Property

7.1 Seller shall defend and indemnify Buyer against any claim by a non-affiliated third party (a "Claim") alleging that Products or Services, or their use or performance, infringe any Intellectual Property Right. Seller shall provide Buyer with, and Buyer shall be entitled to, an archive copy of Buyer’s Confidential Information.

7.2 When Seller receives notice that a Claim has been made or instituted against Buyer, Seller shall (i) promptly notify Buyer of the Claim, (ii) give Buyer sole authority to control defense and settlement of the Claim, and (iii) provide Buyer with full-disclosure and reasonable assistance as required to defend the Claim.

7.3 Seller shall not fail to comply with any warranty, representation or covenant contained herein if Buyer has not paid for any of
the Products or Services, or if the amount paid is less than the then current list price.

7.4 Seller’s obligation to defend Buyer shall be limited to the obligation of Seller to pay any judgments or settlements
arising out of such Claim, and all attorney fees and expenses reasonably incurred in connection therewith, subject to Buyer’s
right to settle such Claim at its own expense.

8. Insurance

8.1 Seller shall procure, at its expense, insurance adequate to cover Seller’s exposure under the Contract. Seller shall forward to Buyer a copy of each policy or other evidence of coverage as soon as it is purchased.

8.2 Seller shall be responsible for all insurance required under any laws or regulations, and to provide proof of such insurance to the
Receiving Party upon request. Seller shall provide an insurance certificate to Buyer evidencing that the insurance required by Dealer has been obtained and is in full force and effect.

8.3 During the term of the Contract, Seller shall maintain for its protection the following insurance coverage: (i) Worker’s Compensation insurance in a combined single limit of US $5,000,000.00; and (ii) Commercial General Liability or Public Liability insurance for bodily injury and property damage with a combined single limit of US $5,000,000.00. In the event of a claim, Seller shall provide Buyer with all information necessary to support Buyer’s claim, and Buyer’s right to settle the claim at its own expense.

9. Insurance

9.1 Seller shall maintain insurance adequate to cover Seller’s exposure under the Contract. Seller shall forward to Buyer a copy of each policy or other evidence of coverage as soon as it is purchased.

9.2 Seller shall provide an insurance certificate to Buyer evidencing that the insurance required by Dealer has been obtained and is in full force and effect.

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9.4 If Seller does not maintain the insurance required under the Contract, Seller shall pay to Buyer the cost of insurance required under the Contract, or the difference between the insurance maintained by Seller and the insurance required under the Contract, at the expense of Seller.

9.5 Buyer shall provide an insurance certificate to Seller evidencing that the insurance required by Seller has been obtained and is in full force and effect.

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10. Excusable Events

Seller shall not be liable or considered in breach of its obligations under this Contract to the extent that Seller's performance is delayed or prevented by: (i) acts of God, weather, strikes, or other labour disturbances, or acts of or omissions of any governmental authority or of the Buyer or Buyer's contractors or suppliers. If an excusable event occurs, the schedule for Seller's performance shall be extended by the amount of time required to overcome the effects of the event. If such additional time is needed to overcome the effect of the event, acts or omissions of the Buyer or its contractors or suppliers cause the delay, Seller shall also be entitled to an equitable adjustment price.

11. Termination and Suspension

11.1 Buyer may terminate the Contract (or the portion affected) for cause if Seller (i) becomes insolvent/Bankrupt, or (ii) commits a material breach of the Contract which does not otherwise have a specified contractual remedy, provided that: (a) Buyer shall provide to Seller written notice of the breach, (b) Seller shall have failed, within 30 days after notice, to cure or correct the breach, and (b) Seller shall have failed, within 30 days after receipt of the notice, to commence and diligently pursue cure of the breach.

11.2 If Buyer terminates the Contract pursuant to Section 11.1, (i) Seller shall reimburse Buyer the difference between that portion of the Contract Price allocable to the terminated portion of the Work and that portion of the Contract Price applicable to all other uncompleted Products. (ii) Buyer may, at any time after the giving of notice, elect to recover any amounts already paid to Seller in connection with the performance of the terminated portion of the Work.

11.3 Seller may suspend or terminate the Contract (or any affected portion thereof) immediately for cause if Buyer (i) becomes insolvent/Bankrupt, or (ii) materially breaches the Contract, including, but not limited to, failure to timely pay, or failure to pay in accordance with the milestone schedule or the Contract Price applicable to completed milestone work.

11.4 If the Contract (or any portion thereof) is terminated for any reason other than Seller's default under Section 11.1, Buyer shall pay for Seller all Products completed, lease fees incurred and Services performed before the effective date of termination, plus reasonable expenses reasonably incurred by Seller in connection with the termination. The amount due for Services shall be determined in accordance with the milestone schedule (for completed milestones) and rates set forth in the Contract (for work toward milestones not yet achieved) and where there is no milestone schedule, as applicable or where there are no milestones and/or rates in the Contract, at Seller's then-current standard time and material rates. In addition, Buyer shall pay a cancellation charge equal to 80% of the Contract Price applicable to uncompleted made-to-order Products and 15% of the Contract Price applicable to all other uncompleted Products.

11.5 Either Buyer or Seller may terminate the Contract (or the portion affected) upon twenty (20) days advance notice if there is an excusable event, as described in Section 10.1 of this Article 10 (Excusable Events), that delays or prevents Seller from performing the Work.

11.6 Buyer shall pay all reasonable expenses incurred by Seller in connection with a suspension, including, but not limited to, expenses for renegotiation, hiring, retaining, reassigning, and utilizing new personnel, and costs of storage during the suspension. The schedule for Seller's obligations shall be extended for a period of time reasonably necessary to overcome the effects of any suspension.

12. Compliance with Laws, Codes and Standards

12.1 Seller shall comply with laws applicable to the manufacture of Products and its performance of Services. Buyer shall comply with laws applicable to the acquisition, operation, use and disposal of the Products and Services.

12.2 Seller's obligations are conditioned upon Buyer's compliance with all applicable trade control laws and regulations. Buyer shall not transship, re-export, divert or direct Products other than in and to the ultimate country of destination declared by Buyer and specified as the country of ultimate destination on Seller's invoice.

13. Environmental, Health and Safety Matters

13.1 Buyer shall maintain safe working conditions at the Site, including, without limitation, implementing appropriate procedures for Hazardous Materials, maintaining air and water quality, and de-energization of power systems (electrical, mechanical and hydraulic) using safe and effective lock-out/tag-out/LOTO procedures including physical LOTO or a mutually agreed upon alternative method.

13.2 Buyer shall timely advise Seller in writing of all applicable Site-specific health, safety, security and environmental requirements and procedures. Without limiting Buyer's responsibilities under Article 13, Seller has the right but not the obligation to, from time to time, review and inspect applicable health, safety, security and environmental documentation, procedures and conditions at the Site.

13.3 If, in Seller's reasonable opinion, the health, safety, or security of personnel or the Site is, or is apt to be, impaired by security risks, the threat of acts of terrorism, epidemic, war, or threats of disease, or exposure to Hazardous Materials, or unsafe conditions, Seller may, in addition to other rights or remedies available to it, evacuate some or all of its personnel from Site, suspend performance of all or any part of the Contract, and/or remotely perform or supervise work. Any such occurrence shall be considered an excusable event, if so reasonably determined by Seller.

13.4 Operation of Buyer's equipment is the responsibility of Buyer. Buyer shall not require or permit Seller's personnel to operate Buyer's equipment. Buyer shall give Seller written instructions prior to any such operation.

13.5 Buyer will make its Site medical facilities and resources available to Seller personnel who need medical attention. Buyer shall provide all Seller personnel who are required to work at the Site with all necessary PPE, including, but not limited to, anti-contamination suits, decontamination, and de-energization of power systems.

14. General Conditions

14.1 Each party may at any time propose changes in the scope or scale of Products or Services. Seller is not obligated to proceed with any change until both parties agree upon such change in writing. The written change documentation will describe the changes in scope and schedule, and the resulting changes in price and other provisions, as agreed.

14.2 The schedule for Products and Services may be adjusted to reflect additional costs or obligations incurred by Seller resulting from a change, after Seller's proposal date, in Buyer's Site-specific requirements or procedures, or Buyer's contractors or subcontractors' specifications or procedures. However, Seller shall be entitled to an equitable adjustment for any change in seller's manufacturing or repair facilities resulting from a change in laws or regulations applicable to such facilities. Unless otherwise agreed by the parties, pricing for additional work arising from such changes shall be at Seller's then-current standard time and material rates.