or advertisements for such Goods; (c) all Goods will be adequately contained, packaged, marked, and labeled; (d) all
for twenty-four (24) months from the date of Buyer's acceptance thereof, or such other period, if any, as expressly
any costs incurred by Seller's suppliers or subcontractors which Seller could reasonably have avoided.

Order price reflecting the percentage of the work performed prior to notice of termination, plus actual direct costs
In such event, Seller shall immediately stop all work under the Order and cause any of its suppliers or subcontractors
Buyer resulting from Seller's breach of the Agreement.

performance; or (e) if Seller becomes insolvent, enters bankruptcy, receivership, or other like proceeding (voluntarily
of the Goods on or before the delivery date indicated on the Order, (c) if the Goods are defective, incomplete, or
a breach by Seller of any of the provisions or warranties of the Agreement, (b) if Seller does not deliver to Buyer all
which do not reasonably comply with the Order. Seller is not permitted to substitute Goods or any part thereof for
which do not reasonably comply with the Order. Seller must disclose this to the Buyer at time of quote. Buyer reserves the right to refuse C.O.D. shipments.

DELIVERY AND RISK OF LOSS:

Time is of the essence with respect to all delivery dates indicated on the Order. Seller is responsible for
proper and adequate transport, packaging, and crating of all Goods in accordance with the best commercial
acceptance of Goods: Payment for the Goods delivered shall not constitute acceptance of the Goods. Buyer shall
the right to inspect the Goods and to reject any of the Goods which are, in Buyer's judgment, damaged, defective,
Buyer may return to Seller any Goods rejected by Buyer and any Goods supplied in excess of quantities ordered in the
that the effect causing the delay has been, as indicated by Buyer's notice to Seller. Causes beyond Buyer's
control shall include, without limitation, government action, strike or other labor trouble, cyber-attack, epidemic, fire,
will cause Buyer to be entitled to resell, reprice, change the configuration of, or otherwise take any action it
pursuant to the Order, Buyer may, at its option and without liability (1) require Seller to apportion among its customers the goods available for delivery
in writing in Seller's order, upon Buyer's request, to a government agency, any Company, or any other governmental body, and, in addition to Buyer's other rights, Seller shall pay to Buyer all expenses of unpacking, examining, expediting, and reshipping such returned Goods. If Buyer receives Goods whose defects or nonconformities are not apparent on examination, Buyer reserves the right to require replacement, as well
warranties are further warranted for twenty-four (24) months from the date such repaired or replaced Goods are
reasonable notice to Seller, may make such corrections or replace such Goods and charge Seller for the cost incurred
and (f) all Goods are and will be free from any claims for copyright, trademark, licensing agreement, or patent infringement. If Seller knows or has reason to know the particular purpose for which Buyer intends to use the Goods, the Goods shall be sold, furnished or provided to Buyer in a manner that will conform to such purpose. If Buyer's use of the Goods shall not affect Seller's obligation under these warranties, and such warranties shall survive any such inspection, test, acceptance, and use. Seller's warranties shall run to Buyer and Buyer's successors, assigns, and customers, and users of products sold by Buyer. Seller agrees in replace or correct defects of any Goods not conforming to the specifications set forth on the Order and to appropriate standards, will be new, and will be free from defects in design, materials, and workmanship for twenty-four (24) months from the date of Buyer's acceptance thereof, or such other period, if any, as expressly stated in the Order. Seller shall furnish and deliver, and Buyer shall receive, all such information, instructions, and directions for such Goods; (c) all Goods shall be adequately contained, packaged, marked, and labeled; and (d) all Goods will be merchantable, free of all liens, claims, and encumbrances whatsoever, and will be safe and appropriate for the purpose for which Goods of that kind are normally used; (e) the Goods will conform in all respects to
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AERZEN USA Corp Terms and Conditions of Purchase

1. ORDERS: Seller's commencement of work on the Goods, shipment of the Goods, or written acknowledgment
whichever occurs first, shall be deemed an effective mode of acceptance of the Order by Seller and will thereby form a
binding contract that is not subject to any further conditions or requirements of Seller, unless otherwise noted in the Quotation, and in such
acceptance of the Order is limited to acceptance of the express terms contained in the Agreement.

2. PRICES AND PAYMENTS: Payments are due sixty (60) days after the last to occur of (a) Buyer's receipt of the
Goods and (b) the date terms are established for the Contract, whichever occurs first; as noted above, all U.S.A.

3. IDENTIFICATION; PACKING LISTS: All invoices, packing lists, purchase orders, and other written documents
shall be enclosed in each package shipped pursuant to the Order, indicating the contents of such package.

4. TAXES: Unless otherwise indicated on the Order, Buyer agrees to pay all applicable state sales and use taxes.

5. SHIPMENT: If delivery of Goods is not made on or before the delivery date indicated on the Order, Buyer may,
in addition to its other rights, cancel the Order, without any liability whatsoever. If, in order to comply with the delivery
data indicated on the Order, necessary for Seller to ship by a more expensive way than specified in the Order,
any increased costs shall be paid by Seller, unless the necessity for such rerouting or expedited handling has been
causation by Buyer. Buyer reserves the right to refuse C.O.D. shipments.

6. DELIVERY AND RISK OF LOSS:

and (f) all Goods are and will be free from any claims for copyright, trademark, licensing agreement, or patent infringement. If Seller knows or has reason to know the particular purpose for which Buyer intends to use the Goods, the Goods shall be sold, furnished or provided to Buyer in a manner that will conform to such purpose. If Buyer's use of the Goods shall not affect Seller's obligation under these warranties, and such warranties shall survive any such inspection, test, acceptance, and use. Seller's warranties shall run to Buyer and Buyer's successors, assigns, and customers, and users of products sold by Buyer. Seller agrees in replace or correct defects of any Goods not conforming to the specifications set forth on the Order and to appropriate standards, will be new, and will be free from defects in design, materials, and workmanship for twenty-four (24) months from the date of Buyer's acceptance thereof, or such other period, if any, as expressly stated in the Order. Seller shall furnish and deliver, and Buyer shall receive, all such information, instructions, and directions for such Goods; (c) all Goods shall be adequately contained, packaged, marked, and labeled; and (d) all Goods will be merchantable, free of all liens, claims, and encumbrances whatsoever, and will be safe and appropriate for the purpose for which Goods of that kind are normally used; (e) the Goods will conform in all respects to

AERZEN USA CORP ("Buyer") agrees to purchase those products, materials, and other goods (collectively, the "Goods") from the seller listed on the purchase order to which these Terms and Conditions of Purchase are attached. ("Seller") on the terms and conditions of sale, if any, and subject to any modifications, that are set forth on any invoices, agreements for advertisements or such Goods; (c) all Goods shall be adequately contained, packaged, marked, and labeled; and (d) all Goods will be merchantable, free of all liens, claims, and encumbrances whatsoever, and will be safe and appropriate for the purpose for which Goods of that kind are normally used; (e) the Goods will conform in all respects to

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acceptance of the Order is limited to acceptance of the express terms contained in the Agreement. (collectively, the "Agreement") between Buyer and Seller. A failure by either party to enforce any rights under the Agreement and not to act upon any breach shall not constitute an implied waiver of such rights or other rights under the Agreement.

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