

IMI Th. Jansen, Th. Jansen-Armaturen GmbH

Standard Terms and Conditions of Field Service (rev. 19th of August 2016)

1. DEFINITIONS AND BASIS OF CONTRACT

Where the context permits, the following words shall have the meanings indicated:

“**Seller**” means **Th. Jansen-Armaturen GmbH**

“**Field Service**” means installation, inspection, servicing, reconditioning, start-up, alteration, repair, replacement, or correction of Equipment, or a part thereof, or assistance and supervision with respect thereto, as better defined in the work sheet to be filled in and signed every day after such service has been performed by Seller or weekly as agreed between the Parties;

“**Field Service Representative(s)**” means the person(s) authorised by Seller to furnish Field Service under the Contract;

“**Equipment**” means the valves or control unit or associated equipment upon which Field Service is performed; and

“**Buyer**” means the person, partnership, company, or corporation purchasing Field Service from Seller, and all his/their successors, assignees.

These terms and conditions shall apply to any contract concluded (the “**Contract**”) for the sale or supply of Field Service from Seller to Buyer whether the Contract for such sale is concluded by acceptance by Seller of Buyer’s purchase order or by acceptance by Buyer of Seller’s quotation, unless the Parties expressly agree in writing that these terms and conditions shall not apply to a specific Contract. In the event of a conflict between the pre-printed terms and conditions provided in any purchase order or other document and these terms and conditions, these terms and conditions shall prevail. All inconsistent or additional terms and conditions in any Buyer acknowledgement, invoice or other forms of which Buyer may seek to impose or incorporate by trade practice are expressly objected to and rejected by Seller and shall not bind Seller unless expressly agreed to in writing including as stated on Seller’s quotation or sales order acknowledgement.

2. RATES AND PAYMENT

2.1 Unless otherwise specified in Seller’s quotation, Field Service rates are Seller’s rates in effect at the time Field Service is performed as provided by Seller to Buyer. Seller reserves the right to change the prices from time to time without notice to Buyer but such changes shall not apply retroactively. Unless otherwise specified in Seller’s quotation, days and hours are calculated from the day of departure of Field Service Representative (leaving his base) until his return to his base and refer to a maximum working day of 12 hours per each 24 hour period excluding holidays in Seller’s country. If a Field Service Representative is hindered in carrying out the Field Service due to reasons beyond the control of the Seller, or if a Field Service Representative is retained on site after completion of the work for any reason whatsoever, Seller is entitled to invoice the standby time as working time. All other costs associated with the above are also to be paid by Buyer.

2.2 Unless otherwise specified in Seller’s quotation, Seller shall invoice Buyer on a monthly basis and payment terms are net thirty (30) days after the date of invoice. Any amounts not paid when due shall bear interest at the rate of 1.5% per month or at the highest rate permitted by law (whichever is less) from the due date until paid and Seller may upon ten (10) days advance written notice suspend Buyer’s account until such time as payment is received.

3. EXPENSES

3.1 The costs for the journey to and from the country concerned, as well as for travelling within the said country using a means of transport as chosen by Seller, shall be invoiced to the Buyer. All related expenses shall be invoiced at cost plus 10% as a handling fee unless otherwise specified in Seller's quotation. Invoicing shall also include associated costs such as insurance, freight, customs duties, charges for luggage, passports and visas, provision of the entry, residence and work permits, medical examination on arrival and departure, as well as "home leave" of Seller's personnel.

3.2 If a suitable accommodation cannot be found nearby and the travelling required to site exceeds 60 minutes per day, this "surplus" time will be invoiced as travelling time.

3.3 Lodging will be invoiced at cost plus 10% (receipt to be provided by Seller) unless Buyer provides suitable accommodation at Buyer's expense, in which case, no charge for accommodation will be invoiced. The accommodation must have heated/air conditioned rooms and sanitary facilities.

3.4 In case of injury of Field Service Representative, Buyer shall assist in making the quickest possible arrangement for the return of Field Service Representative to their domicile. All related cost shall be borne by Seller. However, if the accident is caused by any injury incurred during the performance of Field Service at the site or during the commute between the site and the accommodation, all related cost for the return of Field Service Representative shall be borne by Buyer.

4. EXTENDED HOME LEAVE

4.1 If a Field Service Representative is required to spend an extended period away from home, they shall be entitled to extended home leave. The period of absence for such an entitlement is six (6) weeks and the entitlement is one (1) week. The cost of the return journey (i.e. from the work location to Seller's registered office and back) shall be split (50/50) by Buyer and Seller.

5. TAXES

5.1 All pricing quoted by Seller for Field Service is exclusive of any applicable tax. All international pricing quoted by Seller for Field Service is exclusive of any sales taxes and any value added taxes or similar indirect taxes applicable to such service, all of which shall be the sole responsibility of Buyer. In jurisdictions where Seller is authorised, Seller will be responsible for remitting any tax as appropriate and Buyer will reimburse Seller for such in accordance with this clause 5.

5.2 If Buyer is required by local legislation to withhold compensation due to Seller to satisfy any obligation of Seller for taxes, Buyer shall use reasonable efforts to provide Seller with at least ten (10) business days prior notice and may withhold such amounts from any payment due to Seller under the Contract. Buyer shall pay any amounts so withheld to the applicable taxing authority and provide Seller with applicable tax receipts or other evidence of payment that Buyer obtains from such taxing authorities within one (1) month from the date of invoice. Buyer shall not withhold such taxes from Seller's compensation if Seller produces evidence, satisfactory to Buyer, that Seller is exempt from withholding of such taxes at least fourteen (14) calendar days prior to the next payment date.

6. METHOD OF PERFORMING SERVICES, RESPONSIBILITIES

6.1 Unless otherwise agreed in writing, Seller shall have the right to determine the method, details, and means of performing the Field Service for Buyer. Buyer shall have no right to, and shall not, control the manner or determine the method of accomplishing the Field Service. Buyer may, however, require Seller's personnel, when on site at Buyer's facility, to observe the security and safety policies of Buyer that are provided to Seller in writing in advance. In addition, Buyer shall

have the right to inspect the Field Service provided upon reasonable notice, and shall have the right to propose modifications to the work in accordance with clause 8 below. The Field Service performed shall be recorded daily/weekly in the work sheet/time sheet which shall be signed and acknowledged by the Parties.

6.2 Buyer shall notify Seller, prior to commencement of the Field Service, of any known defects, dangers or deficiencies in the valve, control unit, or associated equipment, or known defects or dangers on Buyer's premises in which Field Service shall be performed which may influence or impact Seller's ability to perform Field Service under the Contract.

6.3 Buyer shall clearly identify all known dangers on the site and generally provide a safe working environment for Seller's personnel (i.e. work/safety procedures, accident reporting and prevention).

6.4 Unless otherwise agreed, Buyer is responsible for obtaining the necessary spare parts in due time and to place them at the disposal of Seller's personnel. Delay in carrying out the work due to missing spare parts (which were not caused by Seller) are charged as standby time according to the Field Service rates in effect at the time the Field Service is performed.

6.5 Seller shall be responsible to obtain the necessary visas, while Buyer shall assist in obtaining all relevant working permits, visas and passes for all Field Service Representatives from the local authorities and in compliance with all applicable laws.

6.6 Field Service Representatives shall follow and adhere to security and/or health and safety procedures relevant to the site provided in writing by Buyer provided that such procedures are all in line with international standards of safety and security and with Seller's policies. Field Service Representatives are entitled to refuse/stop work if in the good-faith judgment of the Field Service Representative that a dangerous condition exists which would make it unsafe for Field Service Representative to continue.

6.7 Signature of each work sheet is an essential part of this Contract. If the work sheet/time sheet for Field Service performed every day/week is not signed by Buyer, Seller has the right to suspend performance until Buyer signs the work sheets/time sheet and the entries of Field Service Representative shall serve as a basis for calculation of the amounts due to Seller.

7. TOOLS AND EQUIPMENT

7.1 Field Service Representatives are not authorized to operate Buyer's equipment or to supervise its installation or operation. Field Service Representatives shall advise and consult on the operation and installation of Equipment furnished by Seller and perform such repair and adjustment to Seller's Equipment as Seller deems necessary.

7.2 Buyer shall provide all service and installation equipment and hand tools and the necessary qualified labour required for the performance of the assignment, unless quoted otherwise. Special tools and equipment Field Service Representative elects to bring to the site shall remain his property at all times.

7.3 Buyer shall provide medical and first aid facilities together with protective clothing and equipment for all hazardous environments. Buyer shall also provide special tools (i.e. seat cutting device, etc.) or equipment, measurement and testing devices, as well as all necessary consumable and installation materials, cleaning materials, lubricants and miscellaneous small items.

7.4 Unless otherwise agreed in writing, Buyer is responsible for: a) access to the valves (i.e. appropriate scaffolding), b) suitable cranes and other lifting devices, in good working order, with attendant personnel c) electrical energy and suitable lighting, and d) compressed air supply, water and other supplies as necessary for the work.

7.5 Unless otherwise agreed in writing, Seller is not responsible for any kind of civil work (i.e. concrete base for placing equipment, protection cabinet delivery/assembly, etc.).

8. PERFORMANCE AND ACCEPTANCE OF FIELD SERVICE AND CHANGE ORDERS

8.1 Seller offers to provide Field Service upon the terms and conditions specified herein. As soon as Buyer is notified that Field Service is ready for inspection/completed, Buyer shall inspect same in the presence of Field Service Representative. Any deficiencies are to be reported immediately in writing and if possible solved on site prior to the departure of Field Service Representative. If Buyer fails to do this, Field Service shall be deemed to have been accepted by Buyer.

8.2 Change orders may be submitted by either Buyer or Seller. All change orders must be in writing and signed by a duly authorised representative of Buyer and Seller. If any change order results in an increase (or decrease) of Seller's cost or in the time for performance, Seller shall be entitled to an equitable adjustment in the price and/or time for performance of the work, together with a reasonable allocation of overhead and profit. Seller shall also be entitled to charge for all costs incurred due to the cancellation or rescheduling of Field Service such as fees for cancellation / modification fees incurred for flight tickets etc. from third party companies.

8.3 Notwithstanding the provisions of clause 8.2:

- (a) In the case of cancellation or rescheduling of Field Service from 48 hours to 7 calendar days of the scheduled start date, a charge of 5% of Seller's quoted price will be paid by Buyer;
- (b) In the case of cancellation or rescheduling of Field Service from 24 to 48 hours of the scheduled start date, a charge of 10% of Seller's quoted price will be paid by Buyer; and
- (c) In the case of cancellation or rescheduling of Field Service less than 24 hours before the scheduled start date, a charge of 30% of Seller's quoted price will be paid by Buyer.

9. WARRANTY

9.1 Subject to the limitation of liability and the conditions set out below and unless otherwise specified in Seller's quotation, Seller warrants that in performing Field Service, it will exercise all reasonable skill, care and due diligence and shall perform Field Service in accordance with professional practice. Seller warrants that all Field Service performed shall be free from faulty workmanship for a period of ninety (90) days from completion of Field Service.

9.2 Any claim by Buyer which is based on any defect in the quality of Field Service shall be notified to Seller as soon as possible within the warranty period. Failure by Buyer to give such written notice within the applicable time period specified above shall be deemed an absolute and unconditional waiver of Buyer's claim for such defects. Seller's liability is limited solely to correct performance of that portion of Field Service found by Seller to be defective or at Seller's option, refunding to Buyer purchase price allocable to the nonconforming part of the Field Service.

9.3 The validity of the foregoing warranty does not extend to Buyer's failure to adhere to Seller's installation, start up and maintenance guidelines or use of Equipment outside specified operating conditions.

9.4 Seller provides no warranty that information provided by a Field Service Representative is accurate, complete and correct or meets Buyer's intended use. Except as expressly set forth in these terms and conditions, Seller disclaims all warranty of merchantability, any implied warranty arising from the course of dealing, fitness for a particular purpose, and non-interruption of facility use. Buyer is not authorised to make any warranty or assume any obligation or liability on Seller's behalf in connection with Field Service rendered. Seller's warranties shall not be enlarged by, nor shall any obligation or liability of Seller arise due to, Seller providing technical advice concerning processing, further manufacture, other use or resale of the goods provided under this Contract.

9.5 The limitation of warranties and remedies for breach thereof are exclusive and conditioned upon timely notification of the Buyer. The warranties, given by Seller and accepted by Buyer, are in lieu of any and all other remedies, warranties and guarantees, express or implied.

10. LIMITATION OF LIABILITY

10.1 NOTHING IN THIS CONTRACT SHALL LIMIT OR EXCLUDE SELLER'S LIABILITY FOR DEATH OR BODILY INJURY RESULTING FROM NEGLIGENCE, FRAUD OR FRAUDULENT MISREPRESENTATION, OR OTHER LIABILITIES WHICH CANNOT BE EXCLUDED BY LAW.

10.2 WITHOUT PREJUDICE TO CLAUSE 10.1, SELLER SHALL NOT UNDER ANY CIRCUMSTANCES WHATSOEVER BE LIABLE TO BUYER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY, INDEMNITY OR OTHERWISE FOR ANY (I) LOSS OF ANTICIPATED PROFITS OR REVENUES, (II) LOSS OF USE OR ANY LOSSES IN RELATION TO BUSINESS INTERRUPTION, (III) LOSS OF PRODUCTION, (IV) NON-OPERATION OF OTHER EQUIPMENT, (V) COST OF CAPITAL, (VI) DOWNTIME COSTS (VII) COST OF PURCHASED OR REPLACEMENT POWER AND/OR FACILITIES, (VIII) DAMAGE TO ENVIRONMENT, (IX) CLAIMS OF CUSTOMERS OF BUYER FOR DAMAGES OR (X) INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT ARISES UNDER OR IN CONNECTION WITH THE CONTRACT, EVEN IF SELLER IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES.

10.3 WITHOUT PREJUDICE TO CLAUSE 10.1, SELLER'S TOTAL LIABILITY WITH RESPECT TO ANY AND ALL CLAIMS, LOSSES AND DAMAGES ARISING OUT OF ANY CAUSE WHATSOEVER (WHETHER SUCH CAUSE BE BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) STRICT LIABILITY, WARRANTY OR OTHERWISE) RELATED HERETO SHALL IN NO EVENT EXCEED THE CONTRACT PRICE OF FIELD SERVICE IN RESPECT OF WHICH SUCH CAUSE ARISES.

10.4 All Seller liability shall end upon expiration of the applicable warranty period, provided that Buyer may continue to enforce a claim for which it has given notice prior to that date by commencing an action or arbitration, as applicable under this Contract, before expiration of any statute of limitations or other legal time limitation but in no event later than one year after expiration of such warranty period.

11. TERMINATION

If either party (a) defaults in the performance of its material obligations under the Contract and fails to substantially cure such default within thirty (30) days after receipt of a written notice of breach, or (b) becomes the subject of any proceeding commenced under any provision of bankruptcy legislation, or executes any assignment for the benefit of creditors or the filing for relief under any applicable reorganization, moratorium or similar debtor relief laws, then the other party may terminate this Contract upon delivery of a written notice and the charges in clause 8 shall apply.

12. INSURANCE

Seller maintains comprehensive general liability insurance in an amount not less than £5,000,000 combined single limit per occurrence and in the aggregate. Seller will provide a certificate of insurance evidencing insurance and applicable limits upon written request from Buyer.

13. RELATIONSHIP OF THE PARTIES

13.1 Seller's relationship with Buyer is that of an independent contractor and nothing in this Contract should be construed to create a partnership, joint venture, or employer-employee relationship. Seller is not an agent of Buyer and is not authorised to make any representation, contract, or commitment on behalf of Buyer. Seller will not be entitled to any of the benefits that Buyer may make available to its employees, such as group insurance, profit-sharing or retirement

benefits. Seller will be solely responsible for all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to the Seller's performance of Field Service and receipt of payments under this Contract.

13.2 Nothing in this Contract shall restrict or limit Seller from rendering services to any other entity in any industry.

14. FORCE MAJEURE

14.1 A Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation:

- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic;
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict;
- (d) imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
- (f) any direction, request, requirement or obligation (whether or not having the force of law) of any monetary agency, central or other bank, or financing institution;
- (g) nuclear, chemical or biological contamination or sonic boom;
- (h) collapse of buildings, fire, explosion or accident; or
- (i) interruption or failure of utility service

provided it has complied with this clause 14, if a party is prevented, hindered or delayed in or from performing any of its obligations under the Contract by a Force Majeure Event ("Affected Party"), the Affected Party shall not be in breach of the Contract or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly. The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party. The Affected Party shall (a) as soon as reasonably practicable after the start of the Force Majeure Event and to the extent it is legally able, notify the other party of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Contract and Seller shall also advise of the effect of the Force Majeure Event on the price of the goods and/or Field Service to be supplied and (b) use reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

14.2 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 120 days, either Party may terminate the Contract by giving 30 days' written notice to the other Party.

14.3 In case of such termination the Parties shall mutually agree in good faith a fair compensation for the cost incurred to Seller on the work in progress and for its obligations to sub-suppliers related to the Contract up to and including termination. Where termination occurs as a result of (d), (e) or (f) above such negotiation and making and/or receipt of payment shall take place as soon as Parties are legally able to do so.

15. ETHICS

15.1 Buyer represents and warrants to Seller and Seller represents and warrants to Buyer, that both Parties and all persons or entities providing goods and/or services in connection with this Contract in any manner will comply with all applicable laws, statutes and regulations and any

internal policies concerning anti-bribery and corruption, conflict of interest, money laundering, labour standards, and other laws that may be implicated in connection with this transaction. It is the intent of the Parties to prohibit participation in or facilitation of any form of public-sector or private-sector corruption, kickback, extortion, or any other illegal, unethical or improper means of obtaining or retaining a business advantage or inducing anyone to misuse his or her discretion.

15.2 If, during the term of this Contract, either Party knows or becomes aware of any facts or circumstances contrary to the representations and the warranties above, said Party will immediately notify the other Party and provide sufficient information for the affected Party to take appropriate protective or corrective actions which may include voiding or rescinding the Contract. The notifying Party further agrees to cooperate fully in any investigation undertaken by the affected Party.

15.3 If requested, both Parties agree to show evidence of an ethics or code of conduct program or otherwise acknowledge in writing that their respective employees are aware of their obligations under this clause.

16. EXPORT COMPLIANCE

16.1 Buyer agrees to comply, at its own expense, with all applicable export control laws and regulations at its own expense, and all import and export laws, restrictions, national security controls and regulations and any other applicable local law or regulation. In particular, Buyer agrees that it will not import, export, re-export, or transfer any export-controlled commodity, technology, or software, to include transfer to foreign persons employed by or associated with, or under contract with Buyer, without the authority of an export license, agreement, or applicable exemption or exception.

16.2 Without limiting the foregoing, any commodity, technology, or software provided by Seller is prohibited for export, re-export, or transfer to Cuba, Islamic Republic of Iran, Democratic People's Republic of North Korea, Republic of Sudan, Republic of South Sudan or Syrian Arab Republic, as well as to persons or entities listed on restricted parties lists published by the governments of the U.S., EU, UK, Switzerland, Japan or Korea as applicable to this transaction. Buyer shall immediately notify Seller if Buyer is, or becomes, listed in any restricted parties list or if Buyer's export privileges are otherwise denied, suspended or revoked in whole or in part by any government entity or agency. Additionally, any commodity, technology, or software provided by Seller is prohibited for export, re-export, or transfer to any person or entity which will use it for end-uses proscribed by any relevant export control regulations, including chemical and biological weapon, missile, nuclear, maritime nuclear propulsion, and terrorism related activities.

16.3 Buyer agrees to indemnify and hold harmless Seller from any and all fines, claims, damages, losses, costs and expenses (including reasonable attorney's fees) incurred by the Seller as a result of any breach of this clause 16 by Buyer.

16.4 Performance of this Contract by Seller is contingent upon Seller obtaining any necessary government approvals. Buyer acknowledges that failure to receive a required approval excuses the Seller from performing the Contract and delivering under any purchase order.

17. MISCELLANEOUS

17.1 Parties to keep confidential all information (written or oral) disclosed by the other Party or otherwise acquired during the course of the performance of the Contract except information that is subject to an obligation to disclose under law, or that is required to be disclosed by any competent regulatory authority, by notice or otherwise, or already in its possession other than as a result of a breach of this clause or in the public domain other than as a result of a breach of this clause.

17.2 Seller is a member of the group of companies whose holding company is IMI plc and accordingly, Seller may perform any of its obligations to exercise any of its right hereunder by itself or through any other member of its group, provided that any act or omission of any such other member shall be deemed to be the act of omission of Seller.

17.3 The validity, interpretation and performance of this Contract and any dispute connected herewith shall be governed and construed in accordance with English law, excluding any conflicts of laws, principles and excluding the United Nations Convention on Contracts for the International Sale of Goods.

17.4 Any dispute or claim arising from or in connection with this Contract, including any question regarding its existence, validity or termination, shall first be settled through mediation between the Parties upon the written request of any Party. In the event that no settlement is reached within forty-five (45) days after any such written request, the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation.

17.5 This Contract constitutes the full understanding of the Parties, a complete allocation of risks between them and a complete and exclusive statement of the terms and conditions of their agreement and supersedes any price or contemporaneous oral or written communications between the Parties concerning the goods supplied hereunder.

17.6 No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain or supplement the terms or conditions of this Contract shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification shall be affected by the acknowledgement or acceptance of any purchase order or shipping instruction forms containing terms or conditions at variance with or in addition to those set forth herein.

17.7 No waiver by either Seller or Buyer with respect to any breach or default or of any right or remedy and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver is expressed in a writing signed by the party to be bound.

17.8 Buyer shall not (by operation or law or otherwise) assign its rights or delegate its performance hereunder without the prior written consent of Seller, and any attempted assignment or delegation without such consent shall be void.

17.9 If any provision or part-provision of the Contract or these terms and conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract or these terms and conditions.