

MULTIPLEX ENGINEERING LTD
GENERAL CONDITIONS OF SALE FOR MULTIPLEX PRODUCTS

The conditions of sale stated herein shall be an integral part of any contract resulting from a purchase order placed upon Multiplex Engineering Limited (hereinafter "Multiplex"). Any statement made on any form issued by Purchaser shall not operate to defeat the intent of these conditions unless specifically agreed upon in writing by Multiplex.

DEFINITIONS AND OFFERING CATEGORIES

ADDITIONAL CONDITIONS OF SALE: Additional specific conditions may be included in an offering and shall apply to that offering in conjunction with these General Conditions of Sale. The additional conditions of sale shall govern wherever the two may be inconsistent.

PRODUCT CATEGORIES: Multiplex offers instruments, systems, parts and services in accordance with the categories defined below. Unless otherwise stipulated below, Multiplex's responsibility is to meet applicable specifications defined in the offering. Purchaser retains responsibility for application and functional adequacy of the offering, unless specified otherwise in the offering or agreed upon in writing by Multiplex.

- I. STANDARD PRODUCTS:** Standard products, whether or not manufactured by Multiplex, are furnished in accordance with standard Multiplex Product Specifications. Multiplex is responsible for meeting applicable Multiplex Product Specifications.
- II. COMPATIBLE PRODUCTS:** Hardware and/or Software supplied by Multiplex which has been tested only for operability with Multiplex supplied Standard Products/Software or System Products but which shall be subject to the commercial terms of the Resale or Compatible Product vendor, including but not limited to warranty, licenses, indemnity and limitation of liability.
- III. RESALE PRODUCTS:** Products and Software supplied by Multiplex but which shall be subject to the commercial terms of the Resale or Compatible Product vendor, including but not limited to warranty, licenses, indemnity and limitation of liability.
- IV. PROFESSIONAL SERVICES:** Training, maintenance service, per diem or specific time-limited engineering services, installation services, start-up and other services which are furnished in accordance with the definitions and obligations specified in the offering or agreed upon in writing by Multiplex.

CONDITIONS OF SALE

- 1. ACCEPTANCE:** All orders are subject to acceptance by an authorized employee of Multiplex at its principal office.
- 2. PRICES:** All prices pertaining to an order are quoted in the offering or will be quoted and/or confirmed by Multiplex in subsequent addenda thereto.
 - A. FIRM OFFER:** Except as otherwise provided in the offering, all quoted prices are firm for thirty (30) days from date of offering. All prices are Ex works Shipping Point (transportation charges collect) unless otherwise agreed upon in writing by Multiplex.
 - B. TAXES AND OTHER CHARGES:** All quoted prices are subject to additions which may be necessary to cover any duty, tax or charge, now existing or hereafter imposed by Government authorities upon equipment or services quoted by Multiplex, or upon the production, sale, distribution, delivery, import or export thereof, or upon other features related thereto
 - C. ERRORS:** Multiplex reserves the right to correct all typographical or clerical errors or omissions which may be present in its prices or specifications.
 - D. ESCALATION:** All prices quoted are based on deliveries as defined in the offering. Multiplex reserves the right to make partial deliveries of equipment as it becomes available, unless otherwise agreed upon in writing by Multiplex. Delays caused by Multiplex beyond the Quoted Delivery shall not be subject to escalation. Delays and/or Scope Changes (in accordance with paragraph 4) caused by Purchaser shall be subject to escalation at a rate to be determined by Multiplex for each month in excess of the Quoted Delivery.
 - E. RESALE PRODUCTS:** Multiplex does not offer price protection on resale or compatible products. Such products are quoted subject to price changes based on those of the Multiplex suppliers between the date of the offering and the date of the Multiplex invoice.
 - F. MAINTENANCE AND SPARE PARTS:** Maintenance service and spare parts are not included in the price of the product unless agreed upon by Multiplex. Orders for parts or repairs shall be subject to a minimum billing charge.
- 3. PAYMENT TERMS:** Payment shall be made within thirty (30) days from the date of the invoice unless Multiplex specifies an irrevocable letter of credit in a specific currency placed on a specific bank with bank charges for the Purchaser's account. Partial payments shall be provided when so specified by Multiplex or as a result of Scope Changes (in accordance with paragraph 4) in which event Multiplex shall notify Purchaser in writing of the modified payment terms.

4. **SCOPE CHANGES:** All changes affecting the equipment configuration or otherwise affecting the scope of the order are to be documented in writing for approval and authorization to incorporate such changes into the order. All changes authorized by Purchaser are binding only if accepted in writing by Multiplex, and may result in price, delivery and/or condition changes. Pricing of changes shall be based on the then current prices. If an extension of delivery is required beyond the original schedule, escalation shall be as agreed. Letter(s) of credit, if applicable, shall be extended and the values enhanced as necessary to reflect changes in price and payment arrangements.
5. **CANCELLATION:** Purchaser may cancel its order by written notice, provided Purchaser pays cancellation charges on the basis of the percentage of work and/or materials completed on the date cancellation notice is received by Multiplex. Standard cancellation/restocking charges are published for standard instruments, and such charges are available from Multiplex upon request. Resale and compatible products committed by Multiplex shall be paid for in full.
6. **TESTING:** Any additional tests or inspections requested by Purchaser beyond Multiplex's standard manufacturing procedures shall be for Purchaser's account, unless specified otherwise in writing by Multiplex.
7. **ON-SITE RECEIPT OF EQUIPMENT AND INSTALLATION:** Purchaser shall be responsible for receiving, installing, starting up, and maintaining all equipment, unless specified otherwise in writing by Multiplex.
- 8.A **DELIVERY:** Title to all products, and risk of loss or damage shall pass upon delivery by Multiplex to the possession of the carrier, unless specified otherwise in writing by Multiplex.

Any claims for loss or damage after risk of loss has passed shall be filed by Purchaser with the carrier. Multiplex shall not be liable for loss or damage from delay in delivery or failure to manufacture. Delivery dates are approximate and are based on prompt receipt by Multiplex at its factory of all necessary information including final agreement on detailed specifications, on such date or with such lead times as may be specified by Multiplex. If delivery is delayed at the request of, or due to acts or omissions by Purchaser, Multiplex shall have the right to store the goods at a place of its own choice for Purchaser's account and risk and to invoice Purchaser in accordance with the original contractual terms and for such storage charges incurred as a result of the delay.

- 8.B **EXPORT:** Unless Multiplex agrees to be the "exporter of record", **Purchaser shall be responsible for meeting export/re-export requirements.**
9. **DOCUMENTATION:** Multiplex will provide purchaser with the following quantities of applicable standard Drawings and Instructions unless otherwise specified in writing. Additional copies will be furnished at extra charge. All documentation will be in the English language unless expressly agreed upon in writing.
 - A.1. **DRAWINGS:** Two prints or one print plus a reproducible drawing for installation and maintenance and two prints or a reproducible drawing for approval, when applicable. Drawings for Resale or Compatible Products shall be those supplied by Multiplex suppliers.
 - A.2. **CUSTOM DRAWINGS:** When drawing approval applies, after formal Purchaser review of the approval drawings, one revision of each drawing will be made at no additional charge provided the changes do not alter the scope of the contract.
 - B. **INSTRUCTIONS:** One set of applicable standard instructions for installation, operation, and maintenance, all as defined by Multiplex.
 - C.1. **STANDARD SOFTWARE:** Electronic documentation on tape and/or diskette as defined by Multiplex. "Software" is hereby defined to include firmware unless otherwise specified.
 - C.2. **RESALE AND COMPATIBLE PRODUCTS:** As defined by the Resale or Compatible Products vendor.

11. WARRANTIES:

- A. **WARRANTIES:** MULTIPLEX EXPRESSLY WARRANTS THE PRODUCTS MANUFACTURED BY IT AS MEETING THE APPLICABLE MULTIPLEX PRODUCT SPECIFICATIONS. EXCEPT AS SET FORTH HEREIN, MULTIPLEX MAKES NO OTHER WARRANTIES EITHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). PURCHASER RETAINS RESPONSIBILITY FOR THE APPLICATION AND FUNCTIONAL ADEQUACY OF THE OFFERING. IN ADDITION, THE FOLLOWING SHALL CONSTITUTE THE EXCLUSIVE REMEDIES FOR ANY BREACH BY MULTIPLEX OF ITS WARRANTIES.

B. MATERIAL, WORKMANSHIP, AND TITLE: Multiplex warrants to Purchaser that all products manufactured by Multiplex, including reconditioned products, shall be free from defects in material, workmanship, and title. Multiplex agrees to replace or repair, free of charge, or issue a credit for reconditioned products, provided the defective product, component, or part thereof is returned to Multiplex's repair facility within one (1) year from date of shipment, transportation charges prepaid for the account of Purchaser. The cost to diagnose defects at the job site, if required, shall be for the account of Purchaser. Any product or component, or part thereof so replaced or repaired shall be warranted by Multiplex for the remainder of the original warranty period or three (3) months, whichever is longer. Any and all such replacements or repairs necessitated by inadequate preventative maintenance, or by normal wear and usage, or by the fault of Purchaser, or power sources supplied by others, or by attack and deterioration under unsuitable environmental conditions shall be for the account of Purchaser. Multiplex shall not be obligated to pay any costs or charges including "back charges" incurred by Purchaser or any other party except as may be agreed upon in writing in advance by Multiplex.

C. RESALE AND COMPATIBLE PRODUCTS: Resale and Compatible Products shall be subject to the commercial terms of the Resale or Compatible Product vendor, including but not limited to warranty, licenses, indemnity and limitation of liability. Multiplex shall have no responsibility for the functioning of Resale or Compatible Products specified by Purchaser or its agent unless otherwise agreed in writing by Multiplex.

D. PARTS: The warranties specified in Paragraph 11.A are modified to three (3) months for parts.

12. PATENTS AND COPYRIGHTS:

A. PATENTS: Multiplex shall defend Purchaser and pay any award of damages assessed against Purchaser in any suit or proceeding so far as same is based on any claim that the equipment, hardware or software products, or any part thereof furnished hereunder (except for such products basically of Purchaser's specifications) shall in design or construction infringe any patent of the country of its manufacture, provided Purchaser gives Multiplex prompt notice in writing of such claim and permits Multiplex to contest same through its counsel or, at its option, to settle by securing for Purchaser the right to continue to use such products or by modifying them to avoid infringement, or by reclaiming them and reimbursing Purchaser the sum paid therefor; and provided Purchaser gives Multiplex all necessary authority and assistance, at the expense of Multiplex, to enable Multiplex to do so.

B. COPYRIGHTS: Multiplex shall defend Purchaser and pay any award of damages assessed against Purchaser in any suit or proceeding so far as same is based on any claim that Software and/or documentation (excluding Resale and Compatible Products) furnished hereunder shall infringe any copyright of the country of its manufacture, provided Purchaser gives Multiplex prompt notice in writing of such claim and permits Multiplex to contest same through its counsel or, at its option, to settle by securing for Purchaser the right to continue to use such Standard Software and/or documentation or by modifying it to avoid infringement, or by reclaiming it and reimbursing Purchaser the sum paid therefor; and provided Purchaser gives Multiplex all necessary authority and assistance, at the expense of Multiplex, to enable Multiplex to do so.

13. FORCE MAJEURE: Neither party shall be considered in default in performance of obligations hereunder to the extent that performance of such obligations, or any of them, is affected by Force Majeure. Force Majeure shall include, but not be limited to, hostilities, restraint of rulers or peoples, revolution, civil commotion, strike, epidemic, accident, fire, flood, wind, earthquake, explosion, blockade, or embargo, lack of or failure of transportation facilities or any law, proclamation, regulation or ordinance, demand or requirement of any Government or Governmental agency having or claiming to have jurisdiction over the work or with respect to materials purchased for the work, or over the parties hereto, or any Act of God, or other act of Government, or any cause whether of the same or different nature existing or future, which is beyond the control and without the fault or negligence of the parties hereto.

14. LIMITATION OF LIABILITY: Multiplex will at Purchaser's request submit Certificates of Insurance from Sureties chosen by Multiplex showing the limits of coverage. Multiplex agrees to indemnify and save harmless Purchaser only against liability imposed on Purchaser by law with respect to bodily injury or property damage to the extent such liability results from the performance of Multiplex under this contract. Multiplex does not agree to indemnify and save Purchaser harmless except as set forth herein. Purchaser agrees to indemnify and save harmless Multiplex for all loss, cost or damage incurred by Multiplex as a result of Purchaser's or third party's misuse or misapplication of Multiplex supplied products. IN NO EVENT, REGARDLESS OF CAUSE OR LEGAL THEORY, SHALL MULTIPLEX BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUE, INTEREST, CAPITAL, FINANCING, GOODWILL, USE, BUSINESS REPUTATION, OPPORTUNITY OR PRODUCTIVITY, WHETHER REAL OR ALLEGED.

15. MISCELLANEOUS: The validity, construction, and interpretation of these conditions or of any contract of sale including these conditions, and the rights and duties of the parties thereto, shall be governed by the laws pertaining to Multiplex in its country of domicile, notwithstanding the inclusion of any services in such contract. In the event of litigation or arbitration, Multiplex and Purchaser agree the jurisdiction of the court or arbitral body shall be that of the domicile of Multiplex. Any offering or contract of which these conditions are a part constitutes the final, complete and exclusive statement of representations made by Multiplex, and Multiplex shall not be bound by any representations, promise or inducement of any kind unless set forth herein nor shall Multiplex be bound to any representations made herein except to the designated recipient of any offering or contractual commitment. No waiver, alteration or modification of any of the provisions herein or of the provisions of any contract arising herefrom shall be binding on Multiplex unless modified in writing and signed by Purchaser and Multiplex.

