

## GENERAL TERMS AND CONDITIONS OF SALE

### Section 1.

Buyer agrees to purchase from Travaini Pumps ("Seller") the parts and/or products for the price specified on the Quote attached to this Agreement. The terms of the Quote are in addition to the terms of this Agreement. Together, the Quote and this Agreement represent the entire agreement between Seller and Buyer. Seller's obligations are limited to the goods and/or services specified in the Quote. This transaction, and all transactions hereafter related to this transaction such as services and consumables, shall be governed solely by the terms and conditions set forth herein, which supersede and apply notwithstanding any conflicting terms and conditions of buyer's purchase order. Seller shall not be responsible for any delays in shipping. Unless otherwise noted, prices are FOB shipping point.

### Section 2

2.1 Seller will manufacture a part or product based on (i) Buyer's specifications, (ii) a sample provided by Buyer, (iii) drawings drafted by Seller, or (iv) any combination thereof. Buyer acknowledges that Seller does not provide any engineering or metallurgical services. Buyer agrees it is solely responsible for obtaining all engineering and metallurgical studies and/or reports. Buyer further agrees to indemnify and hold harmless Seller, its agents, representatives, employees, officers, related companies, affiliates, successors, and assigns from any and all claims, demands, actions, damages, and liability, including attorney's fees and consequential and incidental damages, arising out of any injury or death to any person or damage to any property in any way connected with the parts and/or products manufactured or supplied by Seller. Buyer hereby agrees that it shall be solely responsible for and shall indemnify Seller from any voluntary or involuntary recalls of any of Buyer's goods, parts, products, systems, or methods which consist of or contain parts or products manufactured or supplied by Seller regardless of the reason of the recall.

2.2 Buyer is responsible for identifying to Seller any technology or technical data subject to ITAR, EAR, or any other export control regime prior to supplying any such information to Seller, whether as part of the quoting process or thereafter. Buyer further agrees to indemnify and hold harmless Seller, its agents, representatives, employees, officers, related companies, affiliates, successors, and assigns from any and all claims, demands, actions, damages, and liability, including attorney's fees and consequential and incidental damages, arising from Buyer's failure to perform its obligations under this subparagraph.

### Section 3.

**3.1 EXCEPT AS SPECIFICALLY STATED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PARTS OR PRODUCTS MANUFACTURED BY SELLER. SELLER EXPRESSLY EXCLUDES AND DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, APPLICATION OR USE, AND BUYER AGREES THAT THE GOODS ARE SOLD "AS IS." UNDER NO CIRCUMSTANCES WILL SELLER BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER SUCH DAMAGES ARE SOUGHT IN CONTRACT, IN TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, AND SELLER'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PARTS OR PRODUCTS ON WHICH SUCH LIABILITY IS BASED. BUYER ASSUMES ALL RISK AND LIABILITY FOR LOSS, DAMAGE OR INJURY TO PERSONS OR PROPERTY OF BUYER OR OTHERS ARISING OUT OF USE OR POSSESSION OF ANY PART OR PRODUCT SOLD HEREUNDER.**

3.2 Seller has no knowledge as to trademark or patent rights which third parties may claim in Buyer's goods, parts, or products. Consequently, Seller makes no warranty whatsoever with respect to the freedom of Buyer's goods, parts, products, systems, or methods from claims of infringement by third parties arising from trademark, patent, or other property rights. Buyer understands and agrees that Seller does not warrant that the use or incorporation of parts and/or products manufactured or supplied by Seller in the goods, parts, products, systems, or methods of Buyer will be free of the rightful claim of any third person by way of infringement or the like. Buyer further agrees to indemnify and defend Seller, at Buyer's sole expense, against any claim of trademark or patent infringement arising out of Buyer's goods, parts, products, systems, or methods which consist of or contain parts or products manufactured or supplied by Seller and to hold Seller harmless from any damages, costs, attorney's fees and expenses attributable to any such claim.

3.3 The use of any sample, model, or drawing during the negotiations leading to this Agreement serves merely to indicate the type of goods that will be tendered to the Buyer. The samples or models create no warranty that the parts or products will conform to the samples, models, or drawings.

### Section 4.

Buyer's exclusive remedy and Seller's limit of liability for any and all losses or damages resulting from defective goods or from any other cause shall be for the purchase price actually paid for the particular delivery with respect to which losses or damages are claimed. Seller shall not be liable for prospective profits or special, indirect or consequential damages, nor shall any recovery of any kind against Seller be greater in amount than the purchase price of the specific material sold and causing the alleged loss, damage or injury. Any claim that equipment, materials or services are unacceptable or nonconforming shall be made, in writing, to Seller, within ten (10) business days of the delivery of goods, or the rendering of services, and if not so made, shall be deemed waived and such waiver shall be deemed to bind Buyer to pay Seller the full price for such equipment, materials or services.

### Section 5

5.1 Except as expressly set forth in the Quote or herein, terms of sale are net 30 days by ACH, Wire Transfer, Cash or Credit Card for CONUS sales and by Wire Transfer for International sales. Any invoice sent by Seller to Buyer shall be considered correct, accepted and binding by Buyer unless Buyer makes and delivers to Seller, in writing, specific objections within fifteen (15) days of the transmission to Buyer of the

invoice. Failure to make such timely objection shall be deemed an admission, by Buyer, that the amount set forth on the invoice is due and owing to Seller and that as of the date of the invoice, there are no set-offs, credits or counterclaims which would affect the amount of such debt. Buyer agrees to pay all invoices in accordance with the designated terms. Buyer agrees to pay a monthly finance charge of 1.5% (with a minimum charge of \$3.00) on invoices not paid within the designated terms. In the event that legal action is required to collect money due to Seller, Buyer shall pay all reasonable collection costs, including attorney's fees and court costs, incurred by Seller.

5.2 The amount of any applicable future or present tax, or other government charge, upon the production, sale or use of equipment, of materials, ordered, serviced or rented, will be added to the invoice (if purchased and/or shipped within the State of Virginia) unless a copy of Buyer's State Sales Tax Exemption Certificate is provided. In the case of purchase or shipment to a state other than Virginia, the Buyer agrees to be self-reporting of the taxes due.

5.3 Orders may be canceled, with the written consent of the Seller and upon payment of a cancellation charge, as determined by Seller. Equipment and materials may only be returned when specifically authorized and Buyer shall be charged for placing returned goods in salable condition, any sales expenses then incurred by Seller, plus a restocking charge, to be determined by Seller and any outgoing and incoming transportation costs which Seller pays.

5.4 Seller, may, in its sole discretion, decline to deliver or provide equipment, materials or services, except for cash, or stop equipment or materials in transit, whenever Seller has any reasonable doubt as to Buyer's ability to pay for such equipment, materials or services. Pro-rata payments shall become due with partial shipments. Where Buyer is responsible for any delay in shipment, the date of the completion of the equipment or materials shall be the date of shipment for purposes of payment. Completed equipment and materials shall be held at Buyer's cost and risk, and Buyer shall be responsible for all storage and insurance costs.

**Section 6.** This Agreement shall be governed by and shall be construed in accordance with the laws of the Commonwealth of Virginia, excluding its laws relating to the choice of laws. In connection with any dispute between the parties under this Agreement, the parties hereby irrevocably submit to the exclusive jurisdiction and venue of the State and Federal courts sitting in or for the County of York, Virginia, having subject matter jurisdiction over the dispute. Each party hereby waives and agrees not to assert, by way of motion, as a defense or otherwise in any such action any claim (a) that it is not subject to the jurisdiction of such courts, (b) that the action is brought in an inconvenient forum, (c) that it is immune from any legal process with respect to itself or its property, (d) that the venue of the suit, action or other proceeding is improper, or (e) that this Agreement or the subject matter hereof may not be enforced in or by such courts. The rights and obligations of the parties arising out of this Agreement are performable in York County, Virginia.

**Section 7.** It is expressly understood and agreed by and between the parties hereto that this Agreement sets forth all the promises, representations, agreements, conditions and understandings relative to the transactions set forth herein, and that there are no promises, representations, agreements, conditions, or understandings, either oral or written, between them which have not been expressed herein. It is further understood and agreed that no subsequent alteration, amendment, change or addition to this Agreement shall be binding unless reduced in writing and signed by all parties.

# FORCE MAJEURE CLAUSE – POST COVID-19

## Force Majeure:

Neither party will be liable for delay in performance of obligations to the extent performance as contemplated has become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include without limitation natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control.

Written notice of a party's delay in performance due to force majeure must be given to the other party no later than five (5) business days following the commencement of the delay in performance as the result of the force majeure event, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof.

All delivery dates affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree to reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.