



GENERAL TERMS AND CONDITIONS OF SALE

- 1. Integration** The General Terms and Conditions of Sale contained herein shall be deemed a material part of any sale or proposed sale by MIRATECH and any of its affiliates (“Seller”) to _____ (“Purchaser”) and, unless and only to the extent specifically excluded therein, shall be a material part of any subsequent letter of authorization, contract, purchase order, sale or other agreement between Seller and Purchaser, with respect to all products, equipment, services and/or parts relating thereto (hereinafter referred to as the “Product”).
- 2. Compliance** To Seller’s knowledge, Seller has complied with all applicable laws and regulations including, but not limited to, the EU and German Equal Treatment Act (AGG) and all standard German and EU Employment Laws, the Fair Labor Standards Act, the Civil Rights Act of 1964, the Equal Employment Opportunity Act of 1972, as respectively amended, Executive Orders 11246, 11375 and 11141 (Title 41, Chapter 60, Code of Federal Regulations), the Vietnam Era Veterans Readjustment Act of 1974, and all amendments thereto and regulations, rules and orders there under, as amended or superseded and all of the foregoing are made a part hereof by reference and incorporated herein as though fully set forth herein. Purchaser understands and agrees that the foregoing sentence is for Purchaser’s information stating that which Seller strives to achieve and is not made as a covenant, warranty or representation and is not meant to create or permit, nor shall it be construed as creating or permitting any enforceable rights hereunder for Purchaser or any other person or entity. All standards promulgated with respect to noise or air control are specifically excluded hereunder.
- 3. Title, Risk of Loss, Security Interest** Title and risk of loss or damage to the Product shall pass to Purchaser under tender of delivery Ex-Works (Incoterms 2020) manufacturing facility unless expressly stipulated otherwise, regardless of when partial or final payment is to be made by Purchaser. Notwithstanding the foregoing, a purchase money security interest in the Product or any replacement thereof shall remain in Seller, regardless of mode of attachment to realty or other property, until full payment has been made therefore and collected by Seller.
- 4. Inspection, Rejection, Remedy** Purchaser shall have the right to reasonable inspection of the Product after delivery to destination, which inspection shall be completed within ten (10) days of the date of delivery to such destination. Any rejection by Purchaser as to part or all of the Product shall be in writing, specifically stating the non-conformities thereof. In such event, Seller shall have a reasonable period of time to determine the validity of and, if necessary, to correct the non-conformities forming the basis of the Purchaser’s rejection or, at Seller’s option and if appropriate, to replace part or all of the Product. Purchaser’s failure to make rejection as herein stated, or to allow Seller to cure Purchaser’s objections, shall be deemed to conclusively establish acceptance by Purchaser of the Product.
- 5. Time, Force Majeure** Seller may, from time to time, quote delivery dates to Purchaser. Such dates shall be interpreted as estimated and in no event shall such dates be construed as falling within the meaning of “time is of the essence.” Seller shall not be liable for loss, damage, detention, or delay due to war (whether declared or not), armed conflict or serious threat of same (including but not limited to hostile attack, blockade, military embargo), riots, civil insurrection or acts of the common enemy, hostilities, invasion, extensive military mobilization; civil war, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience; act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious or communicable disease or any other public health crisis, including quarantine or other employee restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or national disaster including but not limited to violent storm, cyclone, typhoons, hurricane, tornado, blizzard, earthquake, volcanic activity, landslide, tidal wave, tsunami, flood, damage or destruction by lightning, drought; explosion, fire, flood, severe weather conditions at Seller’s premises or outside fabrication sites, destruction of machines, equipment, factories and any kind of installation, telecommunication or electric current; general labor disturbance such as but not limited to boycott, strike, lock-out, go-slow, occupation of factories or premises; acts of Purchaser, embargo, car shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials or manufacturing facilities from usual sources, faulty forgings or castings, or other causes beyond the

reasonable control of Seller. In the event of delay in performance due to any such cause, the date of delivery or time for completion shall be adjusted to reflect the actual length of time necessary to properly reflect the delay without change to the purchase price. In the event of such delay or default in delivery, Seller shall complete work in progress and/or make delivery as soon as reasonably practicable. Upon completion and delivery of the Product to Purchaser, after such delay in delivery, the obligation of Purchaser for payment shall be completely reinstated.

6. **Taxes** Prices quoted by Seller do not include any federal, state or local property, license, privilege, sales, use, excise, gross receipts or other like taxes which may now or hereafter be applicable to, measured by, or imposed upon this transaction, the Product, its sale, its value, its use or any services performed in connection therewith. Purchaser, by agreeing to purchase product from Seller, agrees to be responsible for payment of any and all taxes it may owe as a result of such purchase and to hold harmless and indemnify Seller from any such tax liability. All sales made inside Germany are subject to the standard VAT which is not included in purchase/project price at time of quote. All other sales worldwide are subject to individual local and national tax laws, and taxes related to same shall be paid by Purchaser as stated herein and above.
7. **Set-off** Purchaser shall not have the right to retain, back charge, or set off against any amounts which may be or become payable by it to Seller or otherwise, for amounts which Seller may allegedly or in fact owe Purchaser whether arising hereunder or otherwise.
8. **Warranty** Please see MIRATECH's Limited Warranty document (available upon request).
9. **Performance, Governing Law, Jurisdiction and Venue** The Purchaser and Seller agree that the purchase and sale of products under this Agreement shall be performed in the State of Oklahoma, and the rights and obligations of Purchaser and Seller shall be construed in accordance with and governed by the laws of Oklahoma, notwithstanding any conflict of law provisions which would have the effect of making the laws of another state applicable. The Purchaser and Seller agree that the sole and exclusive jurisdiction and venue respecting any and all disputes between Purchaser and Seller with regard to the purchase and sale of Product hereunder shall be in Tulsa County, Oklahoma.
10. **No Waiver** No waiver by Seller of any breach of any obligation of Purchaser set forth in the General Terms and Conditions herein shall be construed as a waiver of any succeeding breach of the same or of any covenant or condition, and in no event shall this provision itself be waived.
11. **Invoicing and Payment** Invoicing and payment terms shall be as stated in the purchase order or other agreement between Seller and Purchaser. Terms of payment are net thirty (30) days from date of invoice, unless otherwise agreed in writing. Should a billing dispute arise, Purchaser agrees to continue business as usual with Seller, will not withhold services, and shall continue to pay all undisputed invoices. Both parties will act in good faith to resolve any billing disputes that may arise. If said billing dispute cannot be reasonably resolved between the designated project contacts for each party within thirty (30) days of the initial written billing dispute notifications, both parties agree to work in good faith to mediate with a local mediator of Seller's choice prior to seeking legal remedies in Court. It is the intent of both parties to avoid unnecessary legal fees in the resolution of any billing disputes.
- 13.1 **Cancellation of Contract before Delivery for other than SCR, Diesel Particulate Filter, or Gas Turbine Catalyst Products** For standard products, a cancellation charge equal to, in the sole discretion of the Seller, not more than 50% of the original purchase price may be made for any cancellation of the Contract by Purchaser prior to Seller's delivery of the Product to Purchaser. For custom products, a cancellation charge equal to, in the sole discretion of the Seller, not more than 100% of the original purchase price may be made for any cancellation of the Contract by Purchaser prior to Seller's delivery of the Product to Purchaser. The parties agree that such cancellation charges represent Seller's liquidated damages arising out of cancellation of the Contract in lieu of actual damages, it being understood and agreed between the parties that Seller's actual damages would be impractical or extremely difficult, time consuming and expensive to ascertain. Seller's failure to impose a cancellation charge with respect to one or more cancellations by Purchaser and/or other customers shall not be deemed in any case a waiver of its right under the Contract to impose such a charge in connection with any other cancellation by Purchaser, and Purchaser may not rely on any representation of any person to the contrary.
- 13.2 **Cancellation of Contract Before Delivery for SCR or Diesel Particulate Filter Products** In the event the Purchaser cancels the Contract after the date of such Contract, Purchaser agrees to pay the following charge as liquidated damages in lieu of actual damages, it being understood and agreed between the parties that actual damages to Seller would be impractical or extremely difficult, time consuming and expensive to ascertain:

% of Quoted Manufacturing Period Elapsed From Date of Contract to Time of Cancellation	% of Sales Price (Not Including Shipping Costs)
0 to 33%	50%
>33 to 66%	75%
>66 to 100%	100%

- 13.3 **Cancellation of Contract Before Delivery for Gas Turbine Catalyst Projects** Project scope may be limited to catalyst only, or may include catalyst support structures. The catalyst and the support structures are custom designed and manufactured for each project and cannot be utilized on other projects. In the event the Purchaser cancels the Contract after the date of such Contract, Buyer and Seller shall negotiate reasonable termination costs, which shall include Seller's reasonable, direct costs that have or shall necessarily be incurred as a direct result of such cancellation, plus reasonable indirect and overhead expenses, and profit. Seller's claim for such costs shall include reasonable documentation supporting such claim.
14. **Returns** Subject to Purchaser's payment in advance of a restocking fee, plus any associated shipping and handling costs, Seller will accept return of a standard Product (other than SCR, Diesel Particulate Filter, or Gas Turbine Products) within 90 days following delivery of the Product to Purchaser if the Product is returned to Seller complete and uninstalled in new condition. The amount of such restocking fee will be determined in accordance with Seller's then current Return Material Authorization policy. Any return of a Product more than 90 days following delivery, including the terms thereof, shall be within the sole and absolute discretion of the Seller.
15. **No Third-Party Beneficiary** This agreement is executed and entered into by Seller and Purchaser solely for their benefit, and for no other party.
16. **Assignment** This Contract shall not be assigned by either party without the written consent of the other party. However, Seller may procure the delivery of the Product on its behalf by any of its affiliated suppliers.
17. **Agency and Representation** The legal relationship between the parties shall be that of buyer and seller, and it shall not be understood so that either party is deemed a partner or an agent of the other party, nor will it confer upon either party the right or power to bind the other party in any contract or to the performance of any obligations as to any third party.
18. **Conflicting Provisions** In case of any conflict, the General Terms and Conditions contained herein shall supersede any and all specifications and/or other terms and conditions previously supplied by Purchaser in connection with or upon a letter of authorization, purchase order or any other agreement, as well as any custom, prior conduct or course of dealing. No agreement, oral representation or other understanding any way modifying or amending the General Terms and Conditions, or having the effect of enlarging the obligations of Seller hereunder, shall be binding upon the Seller unless such modification is clear, certain and in writing in the form of an amended letter of authorization, purchase order or other written agreement duly executed by Purchaser and an authorized representative of Seller.

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