

H-T-L perma USA LP ("perma") is offering for sale its products and services (collectively and individually, the "Product(s)" and/or the "Service(s)") identified herein, subject to the following terms and conditions (the "Terms and Conditions" or the "Agreement"). The Terms and Conditions set forth the legally binding terms with respect to the purchase of the Product(s) and Service(s). The customer (as identified by purchasers of the Product(s) and/or Services offered by perma) ("Customer"), in consideration of the mutual covenants, agreements and provisions set forth herein and hereon, hereby agrees that the purchase of the Product(s) and/or Services offered by perma shall be subject to and in accordance with the following Terms and Conditions:

#### 1. ORDERS FOR PRODUCT(S), APPLICABILITY

All Customer order(s) for Product(s) and/or Services shall be subject to these Terms and Conditions and, if applicable, an authorized quotation issued by perma. Such order(s), if accepted by perma, shall have significance as a reference document only. perma and the Customer, hereinafter sometimes referred to as the "Party" or "Parties," hereby agree that these Terms and Conditions shall govern and control the relationship between perma and the Customer, that the Terms and Conditions contained herein shall supersede the terms and conditions contained in a Customer-issued order, and that any deviation from these Terms and Conditions needs to be expressly agreed upon in writing by perma and the Customer. perma reserves the right to refuse orders in its sole discretion, or to accept such orders on a separate contract form, or to limit the types of the Product(s) and/or Services ordered. Acceptance of or payment for any of the Products and/or Services constitutes Customer's agreement to these Terms and Conditions.

#### 2. PRICES

Prices for the Product(s) and/or Services shall be the then current prices for such Product(s) and/or Services in effect at the time of acceptance of an order by perma or in accordance with an authorized and valid perma quotation. Prices are exclusive of all charges or levies of any nature including all federal, state, municipal or other governmental excise, sales, use, occupational or like taxes now in force or enacted in the future and, therefore, are subject to an increase in amount equal to any tax perma may be required to collect or pay upon the sale of Product(s) and/or Service(s) purchased. If a certificate of exemption or similar document is required in order to exempt the sale from sales or use tax liability, Customer will obtain and furnish evidence of such exemption at time of placement of order.

#### 3. PAYMENT TERMS; REVOCATION OF CREDIT

Unless otherwise specified by perma in writing, payment shall be net thirty (30) days from date of invoice.

In the case of late payments, perma shall be entitled to charge interest as follows: eight percent (8%) above the base interest rate but no less than ten percent (10%), on all amounts due more than forty-five (45) days.

The obligation of perma to perform hereunder shall be subject to the then current credit terms and policies as established by perma from time to time. Further, perma reserves the right at any time when, in its opinion and sole discretion, Customer's financial condition or other circumstances warrants it, to revoke, alter or suspend any credit already extended, or to require full or partial payments in advance of any performance, and/or terminate this Agreement or any order accepted hereunder without liability to Customer, except reimbursement for payments already made to the cancelled order.

#### 4. CANCELLATION AND QUANTITY VARIATIONS / CHANGES

Customer shall convey any request for order cancellation as soon as possible upon order confirmation otherwise Customer will be liable for the whole purchase order amount including shipping and sales taxes if applicable.

Changes to Purchase Orders will be determined on a case-by-case basis if permitted. perma will give due consideration to any request by a customer for modification or cancellation of an order or release against an order, but the same may not be modified or canceled without the written consent of perma. In the event that no changes are allowed, the customer will be liable for the whole purchase order amount including shipping and sales taxes if applicable. Goods sold by perma may be returned for credit only if permission for such return is granted by perma in accordance with its return policy.

#### 5. DELIVERY, AMENDMENTS AND SECURITY INTEREST

A. All Products furnished hereunder shall be shipped Ex Works perma according to Incoterms 2010, whereupon the risk of loss and right of possession of the Product(s) and responsibility for all transportation expenses shall pass to the Customer upon the Product(s) availability at perma's facility. Subject to perma's right to stop shipment of Product(s) already in transit, such carrier shall thereafter be deemed to be acting for and on behalf of Customer regardless of the carrier used or the freight terms. Shipment will be made "best way," either prepaid or collect, as requested by Customer. If Customer requests prepaid shipment, actual charges incurred shall be billed and shall be due and payable to perma in accordance with perma's regular payment terms. perma will not assume any liability in connection with such shipment, nor shall any carrier be its agent. All shipping dates quoted or otherwise agreed to by perma are estimates only. perma will use its best efforts to meet scheduled dates, but assumes no liability for failure to do so.

B. Requests by the Customer for subsequent amendments on individualized manufacturing orders shall be charged separately on the basis of perma's cost rates. In the event the Customer delays delivery of the Product(s) by more than fourteen (14) days, perma has the right at its sole discretion to either: (i) deliver Product(s) to Customer and invoice Customer, or (ii) charge a restocking fee of 25% of the invoiced price and sell the Product(s) to third parties. Any extension beyond the fourteen (14) day period specified herein shall require the express written consent of perma.

C. Deliveries are always made under retention of title. perma retains a right of possession of the goods until Customer makes full payment of all claims arising from the business relation with Customer. Before receipt of full payment, Customer shall be in possession of the Products for and on behalf of perma as a bailee.

D. As security for all of Customer's obligations hereunder, Customer grants to perma a security interest in (i) all Products purchased in accordance with this Agreement; (ii) without in any way limiting any restrictions herein, any and all leases, chattel paper, instruments, accounts and security deposits relating in any way to such Products; and (iii) in all proceeds thereof (the "Collateral"). Customer acknowledges that the security interest granted under this Agreement is a purchase money security interest under the Uniform Commercial Code as enacted in the State of Delaware ("UCC").

E. Customer expressly authorizes, ratifies and confirms past or future filings of one or more UCC financing statements or other documents by perma or its designees to the extent deemed necessary or desirable by perma. Such financing statements or documents may describe the Collateral in the manner in which perma determines best protects perma's interests in the Collateral and facilitates the future sale of Products. Customer shall not sell, pledge, transfer or assign the Products (for security or otherwise) until the receipt of full payment by perma without its prior written consent.

F. Until full payment for the Products, Customer shall (i) carefully maintain, and insure the Products; (ii) protect such Products against any risks; and (iii) take all reasonable measures in order that perma's rights and interests in such Products are neither compromised nor cancelled. In the event of a breach, perma may utilize any remedies available to it at law or in equity. In all cases, Customer will be responsible for perma's costs and expenses in exercising its rights.

#### 6. CUSTOMER OBLIGATIONS

In case perma is providing Services, Customer shall, at its sole expenses (i) make any required preparation, furnish suitable work spaces to and cooperate with perma in all matters relating to the Services; (ii) provide such access to Customer's premises as may reasonably be requested by perma; (iii) provide such materials or information as perma may request to carry out the Services in a timely manner and ensure that such materials or information are complete and accurate in all material respects; and (iv) take any and all necessary actions to provide a safe work environment for perma's employees as well as comply with any other applicable laws or regulations related thereto.

#### 7. FORCE MAJEURE

perma shall not be responsible for delays or non-performance directly or indirectly caused by governmental regulations or requirements, acts of God, unavailability of materials, work stoppages, slowdowns, boycotts or other causes beyond perma's reasonable control. In the event of delay due to any such cause, time for delivery shall be extended for a period of time equal to the duration of the delay, and Customer shall not be relieved of any obligations hereunder, or have any claims against perma.



## 8. LIMITED WARRANTY

A. All Product(s) and/or Services offered by perma are warranted to the original purchaser (the "Purchaser") to be free from defects in workmanship and materials for a period of twelve (12) months. During the term of the warranty, perma will replace any Product(s) or part(s) thereof which prove to be defective in material and workmanship. A replacement will not be made for damage due to misuse, abuse, neglect, accident, or improper installation.

perma is not responsible for, and will not pay, any labor charges, damage incurred during installation, repair, or replacement, damage incurred to other related part(s), injuries, loss of income, incidental and consequential damages, damages or any other loss whatsoever connected therewith.

B. Where the Purchaser supplies designs, drawings and specifications to perma to enable it to manufacture non-standard or custom-made Products, perma will not assess the quality, applicability and suitability of such Products for any intended purposes. perma does not assess the quality or applicability of lubricants ordered based on the customers specifications and/or the suitability for our product, and/or specific use of the product intended by the Customer.

## 9. WARRANTY TERMS

### A. Enforcement of Warranty

Notice. The Purchaser shall notify perma in writing of any defects with the Product(s) that the Purchaser has detected and requires to be corrected under this Warranty. Such notice shall be made without delay, but in any case, within ten (10) days of and during the term of the Warranty. The notice shall contain a description of the defect and a description of the probable cause of it if available.

Remedy. If, after perma has conducted appropriate tests and inspections as determined by perma at its sole discretion, the Product(s) is found to have defects that fall within this Warranty, exclusive remedy shall be made, at the sole option and discretion of perma, by either repairing the defects or faults, or by supplying the respective correct Product or Service. Either perma or the Purchaser or a third party shall perform repairs, at perma's sole discretion.

### B. PRECONDITION FOR WARRANTY HANDLING

Exclusions. Excluded from the Warranty are, and perma shall have no responsibility for damages of any kind as a result of one of the following events: the repair and replacement of the Product(s) or any part thereto due to normal wear and tear, vandalism, accidents, negligence, or otherwise without any fault of perma; repairs, alterations or adjustments to the Product(s) performed or originated by the Purchaser or any third party without perma's prior written consent; unreasonable use, misuse, abuse, accident, alteration, modification, reengineering or neglect. The Warranty described above applies only to Products manufactured by perma.

### C. PAYMENTS DUE BY THE PURCHASER

Monies. Due. Any monies due to be paid by the Purchaser to perma shall be paid in full, and perma shall credit the Purchaser for any warranty claims separately, if necessary.

Deductions. Should the Purchaser make any deductions, perma shall forthwith be discharged from the performance of its obligations under this Warranty until the Purchaser has paid perma such deduction in full.

### D. COLLECTIONS

Should the need arise to employ professional collection agents and/or attorneys to effect payment of any monies due under any portion of this Agreement, all such costs incidental to collection, including court costs, reasonable attorney fees, through any appeal necessary, will be borne by the Customer/Purchaser.

### E. OTHER EXCLUSIONS

All claims beyond those allowed in these Terms and Conditions for any loss or damage from whatever cause arising, including damage to the Purchaser's property, shall be excluded and hereby waived by the Purchaser unless such claim is made based on intentional bad acts or gross negligence by the owner, officers, or executives of perma. In such case, damages shall be limited to those that are reasonably foreseeable as a result of the intentional bad acts or gross negligence.

THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESSED OR IMPLIED, AND THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE AND ALL OTHER WARRANTIES ARISING FROM THE COURSE OF DEALING OR USAGE OF TRADE ARE HEREBY EXCLUDED. THE REMEDIES PROVIDED HEREIN ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY FAILURE BY Perma TO COMPLY WITH ITS WARRANTY OBLIGATIONS. CORRECTION OF THE NONCONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED HEREIN SHALL CONSTITUTE COMPLETE FULFILLMENT OF perma'S OBLIGATIONS REGARDING PRODUCT(S) AND/OR SERVICES, WHETHER THE CLAIMS BY THE CUSTOMER ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.

## 10. INTELLECTUAL PROPERTY

perma may discontinue, without liability, delivery of Product(s) and Service(s) if, in its opinion and sole discretion, their use constitutes, or may create the risk of, patent, copyright, trademark or trade secret infringement.

perma makes no warranty against patent, copyright, mask work, trademark or trade secret or other infringement by Product(s) if designed to Customer's specifications, or if used in combination with non-perma supplied equipment or devices, and if a claim, suit or action is based thereon, Customer shall defend, indemnify and hold harmless perma therefrom.

## 11. INDEMNIFICATION

Customer shall indemnify, defend and hold harmless perma, its affiliates, employees, officers, directors, and agents ("Indemnified Parties") from and against any and all costs, liabilities, losses and expenses (including without limitation reasonable attorneys' fees) resulting from any claims, suits, actions, demands, obligations, settlements, or judgments arising out of or relating to non-standard or custom made Products manufactured in accordance with Customers specifications.

## 12. LIMITATIONS OF LIABILITY; EXCLUSIVE REMEDY

perma will not be liable to Customer under this Agreement, whether in contract, in tort (including negligence) under any warranty or otherwise for any special, indirect, incidental or consequential loss or damage, or loss of profits or revenues even if perma has been advised of the possibilities of such damages. The remedies set forth in Sections 6 and 7 this Agreement are exclusive, and perma's liability for damages to the Customer for any cause whatsoever, including performance or non-performance by perma, the Product(s) and/or Services provided hereunder, regardless of the form of the action, under any warranty or otherwise will be limited to the remedies provided therein.

## 13. DEFAULT

A. Any of the following will constitute an act of default hereunder. Customer:

(i) Is or becomes insolvent or a party to any bankruptcy or receivership proceeding or any similar action affecting the financial condition or property of Customer and such proceeding has not been dissolved within 30 days;

(ii) Makes a general assignment for the benefit of creditors; or

(iii) Ceases doing business in the normal course.

B. In the event an act of default shall occur, perma shall have the right to and may elect any or all of the following remedies which shall be cumulative and not exclusive:

(i) Declare the particular order out of which the default arises to be immediately terminated;

(ii) Declare, at its option, all charges incurred but unpaid relative to the order to be immediately due and payable; Exercise any or all remedies specified in this Agreement or any supplement associated herewith;

(iii) Exercise any or all remedies specified in these Terms and Conditions or any supplement associated herewith; and

(iv) Pursue each and every remedy available at law or in equity.



#### 14. CONFIDENTIALITY

A. Both Parties shall treat in strict confidence all information which is neither generally known nor generally accessible, and shall use it only for the purpose of fulfilling the Agreement. The Parties shall ensure the confidential treatment of all information relating to the Agreement by their personnel and consulted specialists. In case of doubt, all information is to be treated confidentially.

B. Confidential information of a Party does not include information which: (i) was already known to the other Party, before it was made accessible by the disclosing Party; (ii) is or becomes generally known without the other Party's responsibility; (iii) was disclosed to the other Party by a third party without any transfer restriction; (iv) was developed by the other Party itself without using or referring to the confidential information of the protected Party; and/or (v) has to be disclosed based on a legally binding decision of a court, administrative or other authority. In this case the Party under the obligation to disclose shall inform the other Party immediately about the decision and consider protective measures the other Party may want to implement.

C. This obligation of confidentiality already exists prior to the conclusion of the Agreement and remains valid until such information is no longer of proprietary nature. Any information concerning a Party's trade secret shall be kept confidential as long as such a trade secret remains valid.

D. A Party must not disclose any confidential information to a third party without the prior written approval of the other Party to the Agreement. If the approval is given, the obligations of confidentiality are to be transferred to the receiving third party.

E. Notwithstanding the foregoing, perma may disclose confidential information to its affiliates and enlisted specialists (lawyers, auditors, experts).

F. Without the written approval of perma, the Customer may not advertise the fact that a collaboration between the Parties exists or existed, and may not give perma as a reference.

#### 15. GOVERNING LAW

This Agreement and any order accepted hereunder shall be governed by and interpreted, construed and enforced in accordance with the laws of state of Delaware.

#### 16. ARBITRATION

Except as provided below, the Parties agree to submit any disputes relating to these Terms and Conditions and the purchase of Product(s) to arbitration, applying the American Arbitration Association Rules for Commercial Disputes. The proceedings shall be held in Charlotte, North Carolina, be in English, and any award shall be enforceable in any court of competent jurisdiction according to the laws of the state of Delaware and the United Nations Convention for the Enforcement and Recognition of Arbitral Awards unless the nature of the dispute is suitable to injunctive relief thereby affording a party the right to pursue redress in court without proceeding to arbitration. Any dispute arising under these Terms and Conditions that cannot be arbitrated as provided herein shall be brought only in a court of competent jurisdiction in Mecklenburg County, North Carolina, USA, with the Parties waiving any defense of venue, personal jurisdiction, and jury trial.

#### 17. ASSIGNMENT

Customer shall not delegate any duties or assign any rights or claims under this Agreement without perma's prior written consent, and any such attempted delegation or assignment shall be void and constitute an act of default according to Section 12.

#### 18. COMPLIANCE WITH LAWS

Customer, these Terms and Conditions and all Product(s) and/or Services purchased hereunder are subject to all laws, regulations, orders or other restrictions that may now or hereafter be imposed by the government of the United States or any agency thereof, including but not limited to all regulations relating to the sale, export, re-export or redistribution of equipment.

#### 19. GENERAL

A. If any of the provisions of these Terms and Conditions are found invalid or unenforceable under any applicable statute or rule of law, such provisions are, to that extent, deemed omitted, but these Terms and Conditions and the remainder of its provisions shall otherwise remain in effect.

B. No provision of these Terms and Conditions shall be deemed waived, amended or modified by either Party, unless such waiver, amendment or modification is in writing and signed by the Parties.

C. The waiver of one default under these Terms and Conditions shall not be deemed a waiver of subsequent or similar defaults.

D. Each order under these Terms and Conditions shall be treated as a separate contract and default by either Party arising out of a particular order shall not constitute or be deemed to constitute a default of any other order or these Terms and Conditions itself. No lawsuit, regardless of form, arising out of these Terms and Conditions may be brought more than two (2) years after the cause of action occurs.

THESE TERMS AND CONDITIONS SHALL SUPERSEDE AND TAKE PRECEDENCE OVER ALL PROPOSALS, CUSTOMER PURCHASE ORDERS OR ANY OTHER WRITTEN OR ORAL COMMUNICATIONS BETWEEN THE PARTIES, EXCEPT AS OTHERWISE PROVIDED HEREIN. RECEIPT BY THE CUSTOMER OF PRODUCT(S) AND COMMENCEMENT OF PROVIDING SERVICES HEREUNDER SHALL BE DEEMED CONCLUSIVE EVIDENCE OF CUSTOMER'S AGREEMENT THAT THE PURCHASE, USE AND POSSESSION OF PRODUCT(S) AND/OR SERVICES PERFORMED ARE GOVERNED EXCLUSIVELY BY THESE TERMS AND CONDITIONS.