

Terms and Conditions of Purchase

1. Contract Terms.

This purchase order is intended as an offer to purchase the materials specified on the face hereof upon the terms and conditions stated herein and any reference to Seller's quotation or similar form is solely for the purpose of describing the materials. This offer expressly limits acceptance to the terms and conditions stated herein. And none of the terms and conditions stated herein may be added to modified, superseded or otherwise altered except by writing, delivered to Seller, and signed by an authorized representative or Buyer. Each shipment received by buyer from Seller shall be deemed to be only upon the terms and conditions stated herein, notwithstanding any terms and conditions that may appear in Seller's quotation, acknowledgement, invoice or other form, and notwithstanding Buyer's acceptance and/or payment of the materials.

2. Price.

If a specific price is not stated on the face hereof, the materials shall be sold at the price last quoted by Seller, or at the prevailing market price, whichever is lower. In any event, Buyer shall be entitled to any price reduction made by Seller after the acceptance hereof but before delivery of the materials, and the Seller shall not charge an amount in excess of the prevailing market price for the materials at the time of the acceptance hereof.

3. Taxes.

The price stated on the face hereof shall be deemed to include any and all taxes and other governmental charges, now imposed or hereafter becoming effective, upon the production, sale, shipment, or use of the materials and Seller shall pay and discharge all such taxes and charges without reimbursement from Buyer.

4. Payment Terms.

Invoices shall specify the purchase order number that appears on the face hereof, the materials, the shipment date, and the method of shipment. Payment due dates and cash discounts, if any, shall be computed from the time of the receipt of the invoice or the materials, whichever occurs later.

5. Delivery and Risk of Loss.

Unless otherwise stated on the face hereof, all materials are to be furnished F.O.B. point of destination, and no charges will be allowed for freight, transportation, crating, handling, demurrage, or for any other matter relating to the delivery of the materials to Buyer unless authorized in writing by Buyer. The entire risk of loss, injury or destination of the materials, regardless of the F.O.B point and cause therefore, shall be borne by Seller until the materials are delivered to and accepted by Buyer. All deliveries are to be tagged with the purchase order number that appears on the face hereof, and no partial deliveries shall be permitted.

6. Inspection and Acceptance.

The materials shall be subject to inspection upon delivery, and the materials may be rejected for defects or faults revealed by such inspection, or by analysis or the use thereof at any time thereafter. Rejected materials may be returned to Seller for full refund, including transportation charges paid by Buyer.

7. Late Delivery.

Time is of the essence with respect to the delivery date specified on the face hereof, and in the event delivery is not made by such delivery date (or if no delivery date is specified, by a reasonable time, but not exceeding sixty days), Buyer shall have the right to cancel this order without liability to the Seller, but the Seller shall remain liable to Buyer for all damages incurred by reason of Seller's failure to meet such delivery date. The foregoing provision shall apply even though the Seller's failure was caused by events or factors beyond its control.

8. Warranties.

In addition to such warranties that are ordinarily extended by Seller, or which are established by the UCC or other applicable law, or which appear on the face hereof, Seller warrants to Buyer (and to those who use the materials) that the materials (i) shall, in all respects, conform to the description on the face hereof as to quality, size, dimensions, and operating performance, and (ii) are merchantable, of good quality and workmanship, and free from any and all defects or faults whatsoever. In the event of a breach of warranty, Seller shall, at its expense, promptly repair or replace the materials after receipt of notice of breach. Buyer shall have a reasonable time, but not less than sixty days after discovery of the breach, to give such notice to Seller, and Buyer shall have the right to repair or replace the materials, if the Seller should fail to promptly repair or replace the materials, and to charge Seller for the costs incurred in connection therewith. In any event, Seller shall be liable to Buyer for any other damages arising out of any breach of warranty.

9. Patents.

Seller warrants that the purchase, use or sale of the materials by the Buyer shall be free, and shall remain free, of any claim of a third person for infringement of any patent, patent rights, invention rights, trademark, trade name or similar rights, and agrees, at its expense, to defend any suit, proceeding, action, claim or demand brought against Buyer, and to indemnify and save harmless Buyer against all costs, expenses, penalties, liabilities, fines, damages or losses, including reasonable attorney's fees, arising or incurred on account of any actual or alleged infringement of a patent, patent rights, invention rights, trademark, trade name or similar rights with respect to the materials.

10. Compliance with Laws.

Seller shall implement and maintain a written information security program including appropriate policies, procedures, and risk assessments that are reviewed at least annually. Seller shall implement administrative, physical and technical safeguards to protect confidential information of Buyer from unauthorized access. Acquisition, or disclosure, destruction, alteration, accidental loss, misuse, or damage. At a minimum, Seller's safeguards for the protection of confidential information of Buyer shall include: (i) limiting access to such confidential information to authorized employees; (ii) securing business facilities, data center, to such paper files, servers, backup systems, and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii) implementing network, application, database, and platform security; (iv) securing information transmission, storage, and disposal; (v) implementing authentication and access controls within media, applications, operating systems, and equipment; (vi) encrypting highly-sensitive personal information stored on any mobile media; (vii) encrypting highly-sensitive personal information transmitted over public or wireless networks; (viii) strictly segregating personal information from information of Seller or its other customers so that personal information is not commingled with any other types of information, (ix) conducting risk assessments, penetration testing, and vulnerability scans and promptly implementing a corrective action plan to correct any issues that are reported as a result of the testing; (x) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (xi) providing appropriate privacy and information security training to Seller's employees.

11. Indemnity.

Seller shall defend, indemnify and save Buyer, its agents, employees and representatives harmless from and against all costs, expenses, penalties, fines, damages, or losses, including reasonable attorneys' fees, arising out of or resulting in any way from any actual or alleged defect or fault in the materials including, without limitation, such defects or faults that result in personal injury, death, or damage to property.

12. Remedies.

The remedies specified herein for breach of warranty, or other default on the part of Seller, shall be cumulative and in addition to any other or further remedy provided by the UCC or other applicable law.

13. Delay in Delivery.

In the event of causes beyond the control of Buyer, such as fire, flood, strikes, accidents, or transportation difficulties, which would make it impractical, in Buyer's judgment, to accept delivery of the materials, Buyer may without liability cancel this order (or the contract formed by the acceptance hereof), or delay delivery for a reasonable time.

14. No Waiver.

Any failure by Buyer to enforce or require strict performance by Seller of any terms or conditions hereof shall not constitute a waiver thereof by Buyer, and Buyer may at any time avail itself of the remedies Buyer may have for any breach of the terms or conditions hereof.

15. GENERAL

The Contractor /Vendor shall be obliged to treat as business secrets all non-obvious commercial and technical details becoming known to the Contractor /Vendor by the business relationship. The Contractor /Vendor shall be obliged, in particular, to keep strictly confidential any calculations, illustrations, plans, tender documents, specifications of requirements, scope statements, drawings, other documents as well as other data carriers, models and other aids. They may be disclosed to third parties and / or used for the Contractor /Vendor own purposes beyond the content of this contract only with the express consent of KRONES. The secrecy obligation shall also apply after the implement of this contract; it shall expire if and to the extent that the knowledge, experiences and information contained in the afore-mentioned calculations, illustrations, plans, documents etc. have become generally known. KRONES shall remain the sole owner and holder of the right of disposal to the items above and all relating intellectual property rights. The Contractor /Vendor may disclose the contractual relationship with KRONES to third parties only with its written consent.