

### **TERMS AND CONDITIONS FOR ON-SITE SERVICES**

RelaDyne Reliability Services Inc., a Delaware corporation (“Seller”), agrees to provide on-site services (the “Services”) to Customer under the following Terms and Conditions. These Terms and Conditions may be attached to and incorporated within any Purchase Order or other contract between Seller and Customer (the “Agreement”) and will govern the provision of any Services by Seller or any person acting on behalf of Seller related to the Purchase Order. These Terms and Conditions, together with Seller’s offer, written order confirmation or proposal (if any) shall prevail over any conflicting or different terms contained in any Customer issued document, including any purchase order, no matter when issued, unless Customer notifies Seller, in writing, of its objections thereto prior to the earlier of Seller providing the Services or within five (5) days of receiving Seller’s acknowledgement and acceptance of Customer’s purchase order, whereupon the Seller’s acceptance shall be void. Seller’s failure to object to conflicting provisions contained in Customer’s purchase order, or, in any other document issued by Customer, shall not be construed as a waiver of the provisions hereof, or, as an acceptance by Seller of such conflicting provisions. **SELLER’S ACCEPTANCE OF CUSTOMER’S PURCHASE ORDER IS EXPRESSLY CONDITIONED ON CUSTOMER’S ASSENT TO THESE TERMS AND CONDITIONS FOR THE SERVICES.**

1. All Services shall be performed to the satisfaction of Customer and in accordance with sound and generally accepted professional practices, good workmanship, and applicable industry standards. In addition, the Services shall meet Customer’s written specifications and requirements as reflected in the Purchaser Order. The Services shall be warranted for a period of one year from performance by Seller. Upon written notification of any non-compliance from Customer during such period, Seller shall reperform any defective Services, or if such is not possible, provide an appropriate credit for the defective portion. Such reperformed Services shall be warranted for an additional period of one year, however such rewarranty period shall not exceed eighteen (18) months from the date the original Services were performed.

2. Seller’s prices do not include any applicable sales, use, excise, value added or similar taxes. If Customer fails to make any payment when due, there

will be a service charge of one and one-half percent (1 1/2%) of the total amount due per month or the maximum legal rate allowed by law, whichever is less. Payment terms are Net 30 days.

3. Seller shall perform the Services as an independent contractor. Customer acknowledges that: (i) it has been advised that no agent, employee, representative or dealer of Seller has any authority to bind Seller to any affirmation, promise, representation, or warranty concerning any of the Services; and (ii) unless such affirmation, promise, representation, or warranty is specifically set forth in the Agreement, it does not form a basis of this bargain and shall not be enforceable against Seller.

4. Each party shall keep confidential and shall not disclose any written information it receives from the other party, which is designated in writing as proprietary and/or confidential (the “Confidential Information”), for a period of one year after completion of the Services and shall protect such information using at least the same degree of care it uses to protect its own proprietary and confidential information of like importance, but in no event may either party use less care than a reasonably prudent business person in a like or similar situation. Neither party shall disclose or permit any third-party access to the Confidential Information of the other party without such party’s prior written permission, except (i) to each party’s legal, insurance and accounting advisors and (ii) as required by law.

5. The Services shall conform to all applicable codes, statutes, and regulations of any applicable jurisdiction. Seller warrants that it has all valid certifications, licenses and permits, current and in good standing, necessary to perform the Services.

6. Seller shall perform the Services expeditiously to meet Customer’s schedule as set forth in the Purchase Order and by personnel fully qualified in the disciplines and skills required. Seller shall provide a sufficient number of qualified personnel to perform the Services effectively and to maintain progress under the schedule. If applicable, Seller shall designate an on-site supervisor having authority and responsibility for providing adequate supervision and direction to Seller’s personnel and to take all action

that may be required for the performance of the required Services. At the request of Customer, Seller shall remove from the site any of its assigned personnel whose performance is not satisfactory to Customer.

7. Seller or any persons hired by Seller to perform any of the Services shall comply with applicable regulations and directives provided to Seller with respect to applicable safety, security, environmental, and other property, project or site policies and procedures as provided in advance by Customer in writing. Seller is required to promptly notify Customer in writing of any discovered violations of this paragraph, and shall comply with any lawful instructions of Customer.

8. The Services may be cancelled, suspended or terminated by Customer at any time upon written notice to Seller. In the event of cancellation, suspension or termination of the Services for convenience, Seller shall be paid for Services actually completed through the date of cancellation, suspension or termination, and for direct costs incurred for partially performing and closing out the Services not yet completed, but shall not be paid any cancellation or termination fees or charges nor for any loss of profit or contribution to overhead for the unperformed portion of the Services.

9. Customer, upon prior written request, shall have the right to observe or inspect the Services, as well as witness any inspection, testing or other evaluation, and to have access to and copies of any documents related to such evaluation results.

#### **10. INDEMNITY, CONSEQUENTIAL DAMAGES AND LIABILITY**

**(a) SELLER AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CUSTOMER AGAINST ANY COSTS (INCLUDING REASONABLE AND DOCUMENTED ATTORNEY FEES AND COURT OR ARBITRATION COSTS), FINES, PENALTIES, DAMAGES, AND LIABILITIES, ARISING FROM DEFECTS IN SELLER'S PERFORMANCE UNDER THE PURCHASE ORDER AS A RESULT OF ANY ACT, OMISSION, NEGLIGENCE OR FAULT OF SELLER.**

**(b) CUSTOMER WILL NOT BE LIABLE TO SELLER, AND SELLER WILL NOT BE LIABLE TO CUSTOMER, FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES OF ANY KIND, ARISING FROM ANY CAUSE, OR CLAIMED UNDER ANY THEORY OF LAW, EVEN IF CUSTOMER OR SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**(c) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, INCLUDING ALL DOCUMENTS MAKING PART THEREOF, SELLER'S LIABILITY WITH RESPECT TO ANY CONTRACT, INDEMNITY, TORT (INCLUDING NEGLIGENCE), UNDER ANY WARRANTY, STRICT LIABILITY OR OTHERWISE SHALL NOT EXCEED THE PURCHASE ORDER PRICE.**

11. Seller or its agents and contractors shall be solely responsible for loss of, damage to, and the storage and security of all its vehicles, materials, supplies, tools and equipment, including those brought onto any site, for the purposes of performing the Services hereunder except with respect to any negligent act or omission or willful misconduct of Customer.

12. Neither party shall be responsible for delays or failure in performance of the Agreement (other than failure to pay any amounts due) to the extent that such party was hindered in its performance by any act of God, civil commotion, labor dispute, unavailability or shortages of materials or any other occurrence beyond its reasonable control.

13. Any notice required to be given under the Agreement shall be in writing and shall be given by certified mail, return receipt requested, postage prepaid, or guaranteed overnight delivery service to the address provided to Seller by the other party. If any provision of the Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from the Agreement and shall not affect the validity and enforceability of the remaining provisions of the Agreement. Nothing contained in any purchase order or other Customer issued document will in any way serve to modify or add any new terms or conditions to the Agreement or to the sale of any Services or product(s) to Customer made

hereunder. The parties agree that the terms and conditions of any purchase order issued by Customer shall be subject to the terms and conditions of the Agreement. The Agreement is the full and complete statement of the obligations of the parties relating to the subject matter hereof, and supersedes all previous agreements, understandings, negotiations and proposals. Any representation, promise, course of dealing or trade usage not contained or referenced herein, will not be binding on Seller. No provisions of the Agreement shall be deemed waived, amended, or modified by any party unless such waiver, amendment or modification shall be in writing and signed by a duly authorized representative of each party.

14. The Agreement shall be governed by and construed in accordance with the laws of the State of New York, United States of America (excluding the Convention of Contracts for the International Sale of Goods). All disputes arising under the Agreement shall be settled by arbitration. The arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association and any award or adjudication rendered thereby shall be final and binding upon the parties. The language to be used in the arbitral proceedings shall be the English language. The arbitration shall take place in the City of New York in the State of New York.