

STANDARD TERMS AND CONDITIONS OF PURCHASE - revision 004

1. **ACCEPTANCE** - This purchase order must be accepted in writing by Seller. If Seller should fail to accept in writing any conduct by Seller which recognizes the existence of a contract pertaining to the subject matter hereof shall constitute acceptance by Seller of purchase order and all its terms and conditions. Any terms proposed by Seller that add to, vary from, or conflict with the written terms herein are hereby rejected by Buyer and are not a part of this purchase order. If this purchase order has been issued by Buyer in response to an offer and if any of the terms herein are additional or different from any terms of such offer then the issuance of this purchase order constitutes Buyer's acceptance of such offer subject to the express condition that Seller assent to the additional and different terms herein. Seller is deemed to have so assented unless Seller notifies Buyer to the contrary in writing within 10 days of receipt of this order. The contract between Buyer and Seller shall consist of the purchase order, these printed terms and conditions, and any detailed specifications, drawings and samples specifically incorporated by reference in the purchase order. Any reference in this purchase order to Seller's proposal is for technical purposes only and does not constitute Buyer's acceptance of any terms and conditions contained therein.
2. **CANCELLATION/TERMINATION** - Buyer may at its election, by delivery to Seller of written notice of termination, terminate this order or any part hereof for cause if Seller (a) fails to deliver the goods or perform the services in accordance with the schedule specified in this order (for any reason whatsoever), (b) fails to comply with any of the other provisions of this order, (c) fails to provide Buyer, upon request, with reasonable assurances of performance, or (d) becomes insolvent or the subject of any bankruptcy or insolvency proceedings. In the event of such termination, Buyer shall not be liable to Seller for any amount and Seller shall be liable to Buyer for all damages sustained by Buyer by reason of the default that gave rise to termination. In addition, Buyer may cancel this purchase order in whole or in part for its own convenience, and for any reason or no reason, at any time upon written notice to Seller. In such event, Buyer will make an equitable termination payment to Seller based on the proportion of the work completed, and the actual direct costs incurred by Seller in connection with such cancellation. Such payment shall not exceed that fraction of the total purchase order price that is allocable to the work performed, and any such payment shall be subject to audit by Buyer. Following any notice of cancellation or termination, Seller shall do only such work as is necessary to preserve and protect goods and services completed or in process of completion and shall take prompt action to minimize costs which form part of any claim for a cancellation payment. Seller shall submit any such claim within 30 days after receiving notice of cancellation or termination. Seller shall deliver promptly in accordance with Buyer's delivery instructions all completed goods and work in process.
3. **DELIVERY** - Time is of the essence with regard to all material obligations of this purchase order. The terms of delivery are stated on the face of the purchase order. Buyer's production and delivery schedules are established in reliance on the delivery dates specified in this order. Shipments in greater or lesser quantities than ordered may be returned by Buyer at Seller's expense. Seller's time for delivery will be extended by the length of any delay that (i) is due to unforeseeable events beyond its or its subcontractors' or suppliers' fault or reasonable control and (ii) with respect to which Seller has notified Buyer in writing within 3 days of the commencement of the event causing such delay; provided, however, that Seller shall not be relieved under any circumstances of the obligation to procure alternative suppliers or materials with respect to subcontracted or purchased labor, materials or services, except by written consent of Buyer.
4. **REVIEW OF DRAWINGS** - Buyer's review or approval of Seller supplied drawings, manufacturing procedures, calculations, and other documents shall not relieve the Seller of any responsibility for the goods delivered or services performed hereunder or any requirements or warranties under this order whether express or implied.
5. **INSPECTION** - Buyer, or its representatives, shall have the right to inspect and test the goods or services ordered hereunder at any time prior to delivery or performance and to finally inspect such goods and results of such services within a reasonable time after delivery to Buyer of such goods and/or completion of Seller's obligations. The goods or services shall not be deemed accepted until after such final inspection and testing. The making or failure to make any inspection of, or payment for, or acceptance of, the goods or services shall in no way impair Buyer's right to reject or revoke its acceptance of non-conforming goods and services or to seek any other remedies to which Buyer may be entitled.
6. **WARRANTY** - In addition to any implied warranties and the other warranties provided in this purchase order, Seller warrants that the goods delivered, and services rendered, pursuant to this purchase order are free from all defects in design, workmanship and material, are in the strict conformance with the specifications, drawings and samples in the contract, are new, of merchantable quality and fit for the purposes for which they are intended. Seller agrees to promptly repair or replace, at Buyer's option and without cost to Buyer, any goods delivered, and services rendered, which shall be found by Buyer to be defective, non-conforming or otherwise not in accordance with this warranty within the later of (a) one year after commencement of use of goods or services by the ultimate user thereof, or (b) in the case of goods, eighteen months after the date of delivery by Seller of the goods to Buyer or the Buyer's customer. In addition, Seller will satisfactorily replace or repair, at Buyer's option and without cost to Buyer, any other property of Seller, Buyer or Buyer's customer that was damaged (i) by defective or non-conforming goods or services or (ii) as a result of actions taken in respect of such defective or non-conforming goods or services. If any part of the goods or services is repaired or replaced or in any way re-performed under any warranty obligations, Seller's warranties for such part of products or services shall be extended for an additional one year starting from the date such repaired or replaced goods or services were accepted by Buyer. Seller agrees that all warranties of Seller on goods delivered and services rendered under this purchase order shall extend to, and be for the benefit of, Buyer and Buyer's customers.
7. **CHANGES** - Buyer shall have the right to make any changes or modifications in the goods and/or services ordered under this purchase order, and Seller agrees to perform such changes in accordance with the terms of this purchase order. If, in Seller's opinion, such changes will cause an increase or decrease in the cost of, or time required for, performance hereunder, Seller shall notify Buyer promptly. If additional cost or time is required, Seller shall not proceed without written authorization from Buyer.
8. **COMPLIANCE WITH LAWS** - Seller warrants that Seller has all licenses necessary to perform all services hereunder and that all goods delivered hereunder shall have been produced and all services rendered hereunder shall have been performed in strict compliance with all applicable federal, state, local and foreign laws, rules, regulations and standards, including, without limitation, the Fair Labor Standards Act, the Occupational Safety and Health Act, and Executive Order 11246 and, if Seller is located in Canada, with all applicable Canadian and provincial rules, regulations and standards. Seller warrants that it is aware of the current requirements for compliance with U.S. customs laws by sellers into the U.S. and agrees to comply with the same and that its employees are authorized to perform the services rendered hereunder. Upon request by Buyer, the Seller shall promptly furnish Buyer with satisfactory evidence of such licenses and compliance with all such laws, rules, regulations and standards. Seller shall indemnify, defend and hold harmless Buyer and Buyer's customers from any and all damages, loss, liability and fines incurred by any of them as a result of Seller's failure to comply with any of the foregoing.
9. **INDEMNITY** - Seller agrees to indemnify, defend and hold harmless Buyer, its successors and assigns, employees, agents, affiliated entities, customers and users of its products, from and against any and all suits, claims, demands, actions and proceedings at law or in equity and from all damages, liabilities, expenses (including attorney's fees), claims and demands arising out of or resulting in any way from any defect in the goods or services purchased hereunder, or from any act or omission of Seller, its agents employees or subcontractors. This indemnification shall be in addition to any warranty obligations of Seller. Upon the tendering of any such suit or claim to Seller, Seller shall defend the same at Seller's expense as to all costs, fees (including attorney's fees) and damages.
10. **INSURANCE AND WORK ON PREMISES** - Seller shall maintain commercial general liability insurance, including products liability, completed operations and contractual liability insurance, in an amount of not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate. In the event that Seller is providing engineering, surveying or design services, Seller shall also maintain professional liability insurance in an amount of not less than \$2,000,000. In the event that Seller performs any of its services hereunder on Buyer's property or the property of Buyer's customers, in addition to the foregoing, Seller shall also maintain (i) automobile liability insurance in an amount of not less than \$1,000,000 combined single limit, (ii) worker's compensation insurance as required by statute, and (iii) employer's liability insurance in an amount of not less than \$1,000,000 per occurrence and in the aggregate. If Seller is bringing owned or leased equipment to Buyer's property or the property of Buyer's customers, Seller shall insure the value of that equipment under an all risk property insurance policy. Seller agrees that all such work performed on site is done as an independent subcontractor and that the persons performing such work are not to be considered employees of Buyer. Prior to commencing any work on this order or on site, as applicable, and upon renewal thereof, Seller shall furnish Buyer Certificates of Insurance evidencing the insurance coverages required herein and certifying that Buyer has been designated as an additional insured on the commercial general liability and the automobile liability policies described herein. Seller, for itself and its insurers under any applicable policy, hereby waives any right of subrogation against Buyer and Buyer's customers for any loss that is covered by any policy of insurance.
11. **INTELLECTUAL PROPERTY** - Seller represents and warrants that all products delivered and services performed pursuant to this order and the sale or use thereof do not infringe any patent, trade secret, copyright, trademark or other proprietary intellectual property right and that Seller will, at Seller's expense, defend, indemnify and hold harmless Buyer and Buyer's customers from and against all claims, demands, actions, and liability based on alleged or actual infringement or misappropriation thereof. Buyer, at its option, may require Seller to deliver non-infringing equivalent goods or services, to procure for Buyer or Buyer's customers the right to continue using Seller's infringing goods and services, or, in the case of goods, to refund the purchase price thereof upon the return by Buyer to Seller (at Seller's expense) of the infringing goods. Seller grants to Buyer and Buyer's customers a non-exclusive, royalty-free, assignable license to use Seller's confidential and proprietary information provided hereunder in connection with this purchase order and the goods delivered and services rendered hereunder and for the provision of deliverables by Buyer to Buyer's customers.
12. **ASSIGNMENT AND SUBCONTRACTING** - Seller shall not assign this purchase order or subcontract the whole or any part thereof without Buyer's prior written consent. Seller's purchase of raw materials or standard commercial articles shall not be deemed a subcontract for purposes of this purchase order.
13. **PROPRIETARY INFORMATION, PUBLICITY** - The property interest in any drawings, specifications or other technical information that Buyer supplies to Seller shall remain the sole and exclusive property of Buyer, and Seller agrees to keep all such drawings, specifications and information confidential and not to disclose such drawings and information to others or use such drawings or information for any purpose other than fulfilling its obligations under this purchase order, without Buyer's prior written consent. Seller shall not publicly refer to this purchase order without first obtaining Buyer's prior written consent. Buyer shall have the right to participate in determining the content of any such proposed publicity. Seller's obligations under this paragraph 13 shall survive the cancellation, termination, or completion of this order. Ownership of all recorded information (i.e. hardcopies), including all technical reports, photographs, drawings, plans, specifications and computer software, whether susceptible to copyright or not which is produced, written, prepared, developed by Seller or any of its personnel in the performance of the purchase order and is delivered shall, as of the time produced, vest in and remain with Buyer.
14. **WAIVER OF LIENS** - To the extent permitted by the applicable law, Seller hereby waives for itself, and for all its subcontractors or suppliers, any and all claim or right of lien upon Buyer's property or Buyer's customer's property, or any part thereof, as a result of the furnishing of labor and/or material for the purpose of performing this order. Seller, its subcontractors and suppliers shall execute and deliver effective interim and final lien waivers, in a form acceptable to Buyer, as may be required under local law to make the foregoing agreement effective or as required by Buyer or Buyer's customers with any payment application or invoice and as a condition precedent to payment. Seller shall indemnify, defend and hold harmless Buyer, Buyer's customers, Buyer's property or Buyer's customers' property from and against any lien filed by Seller or Seller's subcontractors, suppliers or employees. Seller shall be responsible for promptly acting to remove any such lien through bonding, payment, or other legal action as required at Seller's expense. In the event that Seller fails to promptly act to remove the lien, the Seller shall pay any and all costs incurred by Buyer or Buyer's customers, including attorneys' fees, to remove the lien.
15. **ENTIRE AGREEMENT** - This purchase order and any documents referred to on the face hereof constitute the entire agreement between the parties, and supersede all other prior or contemporaneous oral and written agreements.
16. **SETOFF** - All claims for money due or to become due from Buyer shall be subject to deduction or setoff by Buyer by reason of any counterclaim arising out of this or any other transaction with Seller.
17. **WAIVER** - Buyer's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege, or Buyer's waiver of any breach hereunder, shall not constitute a waiver of any other terms, conditions, privileges or rights, whether of the same or similar type.
18. **APPLICABLE LAW, DISPUTE RESOLUTION** - (a) If Buyer's office is located in the U.S., this purchase order shall be governed in all respects by and in accordance with the laws of the state of such location, if Buyer's office is located in Canada, this purchase order shall be governed in all respects by and in accordance with the laws of the Province of Quebec, in either case without giving effect to principles of choice of law thereof. The parties agree that the United Nations Convention for the International Sale of Goods shall not apply to this purchase order. (b) Any dispute between the parties arising out of or relating to the Purchase Order or the breach thereof that has not been resolved within thirty (30) days after

delivery of notice thereof from the complaining party to the other shall be referred by either of them to non-binding mediation before either party shall have recourse to binding arbitration for the resolution of such dispute: (i) if Buyer's office is located in the U.S., such mediation shall be administered by the American Arbitration Association under its Commercial Mediation Rules and shall take place in Atlanta, Georgia and (ii) if Buyer's office is located in Canada, administered Canadian Commercial Arbitration Centre under its mediation rules, with such mediation taking place in Montreal, Quebec. All disputes between the parties arising out of or relating to the Purchase Order or the breach thereof that have not been resolved within sixty (60) days after delivery of the relevant dispute notice shall be finally and exclusively resolved by binding arbitration (i) if Buyer's office is located in the U.S., administered by the American Arbitration Association under its Commercial Arbitration Rules, with such arbitration to take place in Atlanta, Georgia (ii) if Buyer's office is located in Canada, administered by the Canadian Commercial Arbitration Centre under its General Commercial Arbitration Rules, with such arbitration to take place in Montreal, Quebec.

19. BUYER'S PROPERTY - If full or partial payment is made to Seller prior to the delivery of all goods or the performance of all services hereunder, title to all goods identified to this purchase order (including any raw material or work-in-progress) at the time of such payment or thereafter shall pass to Buyer, and Seller shall be deemed a bailee of all goods remaining in its possession, but in no event shall the risk of loss pass to Buyer until the goods are delivered to the destination specified herein and accepted. Seller agrees to maintain insurance coverages in types and amounts satisfactory to Buyer for all such goods, to clearly mark all such goods as the property of Buyer, to not commingle any such goods with the property of Seller of any third party and to not remove any such goods from Seller's premises without Buyer's written approval. All such goods shall be subject to removal at Buyer's written request, in which event Seller shall deliver such goods to Buyer in good condition at Seller's expense. Additionally, Seller grants to Buyer a security interest (or comparable security under applicable law) in all such goods which security interest shall be in addition to all other rights of Buyer under this purchase order or applicable laws, and Seller agrees to execute and deliver to Buyer financing statements or such other documents as Buyer may reasonably request under applicable law in order to protect and perfect such security interest under the Uniform Commercial Code in effect in the relevant State or under the laws of the applicable jurisdiction. Seller agrees to deliver to the Buyer title to the goods covered by this purchase order, free and clear of all liens, claims and encumbrances.

20. COMPLIANCE - Seller confirms that it has reviewed the Andritz Group Code of Business Conduct and Ethics ("the Code"), which is published on Buyer's web site at www.andritz.com/group/gr-about-us/gr-sustainability.htm. Seller acknowledges that the principles set forth therein form the basis for engaging in business with companies of the Andritz Group and that it will respect and adhere to those principles in its own conduct. Buyer reserves the right to terminate the business relationship and/or this contract in the event of a material failure by Seller to comply with the principles set forth in the Code. Seller agrees to indemnify, defend and hold the Andritz Group companies harmless from and against any and all suits, claims, demands, actions and proceedings at law or in equity and from all damages, liabilities, expenses (including attorney's fees), claims and demands arising out of or resulting in any way from its breach of the Code.

21. LANGUAGE - The parties hereto have required that this agreement be drawn up in English. Les parties aux présentes ont exigé que la présente convention soit rédigée en anglais.

22. SURVIVAL - All terms of this purchase order which by their nature apply after the completion or termination of this purchase order shall survive and remain fully enforceable.