

## 1. CONSTRUCTION OF CONTRACT

(1) These General Terms and Conditions of Sale shall apply to all contracts of sale between IMO Automation LLC ("IMO") and the buyer (the "Buyer") identified in such contract of sale and/or sale acknowledgement order (the "Contract") for the goods that are specified therein (the "Goods"), and these Conditions are attached and made a part of the Contract for all purposes.

(2) The terms of the Contract shall consist of all terms and conditions set forth therein and shall include these Conditions for all purposes. Any term in the Contract which is in conflict with these Conditions shall prevail over these Conditions, which shall be construed accordingly, except with regard to price in which case Section 5(2) of these Conditions shall prevail.

(3) No other terms and conditions (whether contained in the document issued by the Buyer or in any written or oral communication between the parties) shall apply to the Contract other than technical specifications provided to Buyer nor shall these Conditions or the Contract be modified without IMO's written agreement. IMO shall be entitled to amend technical specifications of the Goods without notice.

(4) The Contract and these Conditions set forth the entire agreement between the parties and supersede all contracts, proposals or agreements, whether oral or in writing, and all negotiations, discussions and conversations, between the parties with respect to the subject matter contained in the Contract. Buyer acknowledges that it is satisfied with the terms and conditions of the Contract and these Conditions and acknowledges that he, she or it has had the opportunity to ask any and all questions regarding the Goods or otherwise prior to entering into the Contract.

## 2. QUOTATION AND ORDERS

(1) Unless accepted before lapse or withdrawal, or renewed in writing by IMO, price quotations shall lapse automatically after 30 days, but may be withdrawn earlier.

(2) Quotations are for information only and are not firm offers. There shall be no binding contract until IMO has accepted the Buyer's order by executing the Contract or accepting the Contract and these Conditions including by electronic means as allowed by IMO.

## 3. DELIVERY

(1) Although IMO will use commercially reasonable efforts to deliver the Goods within any delivery time specified in the Contract, any time set forth in a Contract is an estimate and not a binding obligation of IMO under the Contract.

(2) Any such time specified shall be extended by any period or periods during which the manufacture or delivery of the Goods or other work by IMO in connection with the Contract is delayed or prevented due to fire, flood, explosion, strike, war, insurrection, embargo, governmental actions or requirements, military authority, act of God, shortages in the marketplace or any other event beyond the reasonable control of IMO.

(3) If any such delivery time is so extended by more than 90 days then the Buyer shall be entitled to give written notice to IMO requiring the Goods to be delivered within 30 days of the date of such notice failing which the Buyer shall have the right to give further written notice to terminate the Contract.

(4) IMO shall be entitled to deliver the Goods by instalments or partial deliveries.

(5) Unless otherwise stated delivery of Goods will be ex-works (EXW), but IMO will cooperate with Buyer to arrange a carrier if desired and all carriage will be charged to Buyer for direct payment by the Buyer.

(6) The delivery by IMO of a greater or lesser quantity of the Goods than the quantity provided for in the Contract, the delivery of other goods not provided for in the Contract, or the delivery of Goods only some of which are defective, shall not entitle the Buyer to reject all of the Goods delivered. In order that IMO can comply with its carrier's conditions, a claim in respect of error in quantity or type of Goods or in respect of the condition of the Goods delivered must be made in writing to IMO and the carrier notified within 3 days of receipt. Failure to make such claim shall constitute unqualified acceptance of the Goods and waiver by the Buyer of all claims relating to error in quantity or type of Goods delivered or relating to the condition of Goods delivered. Similarly, if any Goods invoiced by IMO are not delivered, the Buyer must notify IMO within 25 days of the carrier and IMO within 28 days of the date of invoice, failing which the Buyer will be liable to pay for the Goods in full.

## 4. PROPERTY AND RISK

(1) The risk in the Goods shall pass to the Buyer upon delivery, to the agreed delivery location.

(2) The ownership of the Goods shall pass to the Buyer upon payment of all sums owing to IMO under the Contract. In the event of the Buyer failing to pay any part of the Contract price when it becomes due, IMO shall be entitled to recover possession of the Goods at any time thereafter and shall for that purpose be entitled to enter into any premises where the Goods may be situated. The Buyer shall execute all such documents and give IMO all such assistance as it may require in order to secure (by fixture filing or otherwise) IMO's interest in the Goods or which might otherwise be necessary in order to preserve and protect IMO's interest in the Goods. Notwithstanding the above IMO shall be entitled at any time to pass the ownership in the Goods to the Buyer by written notice to that effect.

## 5. PRICES

(1) Unless otherwise stated in the Contract, prices for the goods shall be ex-works (EXW), and shall be exclusive of any taxes, foreign import duty, packing, carriage, insurance and any other costs, all of which shall be the subject of additional charges.

(2) Prices stated in any quotation or in a Contract are provisional only and subject to adjustment to take account of increases in IMO's costs and overhead. The Contract price shall be IMO's stated price at the date of execution or acceptance of the Contract and these Conditions.

## 6. PAYMENT

(1) If IMO has granted the Buyer the ability to purchase on credit terms, then payment of the price for the Goods must be made within 30 days of the date of invoice. Otherwise payment must be in cash prior to delivery of the Goods. Payment shall be made direct to IMO in the currency invoiced. The Buyer shall not be entitled to exercise any right of set-off against payment due to IMO.

(2) IMO shall be entitled to charge daily interest on any overdue amounts until full payment at the lower of (i) 1.5% interest per month on any outstanding balance owing, and (ii) the highest rate allowed by law.

## 7. WARRANTIES AND EXEMPTIONS

(1) IMO WARRANTS THAT ANY GOODS DELIVERED UNDER THE CONTRACT WILL PERFORM SUBSTANTIALLY IN ACCORDANCE WITH THEIR SPECIFICATIONS IN THE CONTRACT FOR A PERIOD (I) SUCH PERIOD SET FORTH IN THE CONTRACT, OR (II) IF NO SUCH PERIOD IS STATED IN THE CONTRACT, THEN FOR A PERIOD OF TWELVE (12) MONTHS AFTER RECEIPT OF SUCH GOODS BY BUYER. UNLESS OTHERWISE AGREED BY IMO, THE FOREGOING WARRANTY SHALL BE VOID TO THE EXTENT THAT BUYER INCORPORATES THE GOODS IN A MANNER NOT CONSISTENT WITH ITS SPECIFICATIONS. THE SOLE REMEDY FOR NON-PERFORMANCE OF A PRODUCT SHALL BE THE REPLACEMENT OF SUCH GOODS. THE BUYER MUST GIVE IMO NOTICE OF ANY ALLEGED DEFECT AS SOON AS IT BECOMES APPARENT AND SHALL (UNLESS OTHERWISE INSTRUCTED BY IMO) RETAIN THE GOODS AT THE BUYER'S PREMISES FOR INSPECTION BY IMO AND GIVE IMO ADEQUATE FACILITIES TO INVESTIGATE THE COMPLAINT AT THE BUYER'S PREMISES.

(2) OTHER THAN THE WARRANTIES SET FORTH IN THIS SECTION 7 OR ANY ADDITIONAL WARRANTIES SET FORTH IN THESE CONDITIONS, IMO MAKES NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT TO ANY GOODS DELIVERED UNDER THE CONTRACT. EXCEPT AS EXPRESSLY PROVIDED HEREIN, IMO EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

(3) IMO SHALL NOT BE LIABLE IN ANY EVENT WHATSOEVER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE OF THE GOODS AT ANY TIME OR HOWSOEVER CAUSED BY THE GOODS.

(4) IN CASES WHERE SOFTWARE OR A SOFTWARE SERVICE FORMS PART OF THE GOODS, IMO RESERVES THE RIGHT TO LIMIT OR WITHDRAW SUCH SOFTWARE OR SOFTWARE SERVICE, IN IMO'S SOLE OPINION, IT IS NO LONGER COMMERCIALY VIABLE TO MAINTAIN. IMO WILL USE ALL COMMERCIALY REASONABLE EFFORTS TO PROVIDE 90 DAYS NOTICE OF ANY SUCH LIMITATION OR WITHDRAWAL.

## 8. INSOLVENCY AND DEFAULT

In the event of the Buyer becoming (or appearing to IMO to become) bankrupt, insolvent or going (or appearing to IMO to be about to go) into liquidation, suspending payment of debts or making any arrangement with creditors, or failing to pay in accordance with the terms of the Contract or being in breach of any other term of the Contract IMO shall be entitled, without prejudice to its other rights, to postpone delivery or manufacture, (both in respect of the Contract in question and any other contracts with the Buyer) until such payment has been made or other breach rectified and/or (at its option) to determine the Contract (and/or any other such contracts) and to recover payment for all deliveries already made and for the cost of materials and labor already expended for the purpose of future deliveries (less any allowance of the value thereof as utilized by IMO for other purposes) and also to recover from the Buyer a sum equivalent to IMO's loss of profit arising out of such determination. The exercise of IMO's option to postpone delivery or manufacture shall not prevent the subsequent exercise of IMO's option to determine the Contract and/or any other such contracts.

## 9. CANCELLATION

The Contract may be cancelled by the Buyer only with IMO's written consent. In the event of such cancellation the Buyer shall pay to IMO a cancellation charge, commensurate with IMO's costs incurred up to the date of cancellation plus IMO's loss of profit.

## 10. LAW AND JURISDICTION

The Contract and these Conditions shall be interpreted and construed under the laws of the State of Delaware, excluding the choice-of-law provisions of such laws. In the event a judicial proceeding is necessary, the sole forum for resolving disputes arising under or relating to this Agreement are the state and federal courts located in Dallas County, Texas, and the parties hereby consent to the jurisdiction of such courts. Such consent shall be binding and inure to the benefit of the permitted assigns of the parties.