

- 1) **Agreement.** Buyer represents that Membrane Separators and/or parts (collectively "Membranes") purchased under this Agreement are for use in Buyer's systems and/or for resale to, or use by, Buyer's customers ("Customers").
- 2) **Warranty and Remedy.** Subject to Section 3, Seller warrants that the Membranes will be free from defects due to materials or workmanship under normal use and service for twelve (12) months after the first day a feed stream is put through the Membranes or eighteen (18) months after delivery by Seller, whichever first occurs. If within thirty (30) days after Buyer's discovery of any such defects, Buyer notifies Seller thereof in writing, Seller shall, at its option and as the exclusive remedy for this warranty, promptly repair or replace the Membrane found to be defective. Failure by Buyer to give Seller such written notice within the time period specified above shall be deemed a waiver of Buyer's claim for such defects.  
  
This warranty is subject to proper installation and operation of the Membranes, in accordance with good industrial practices and application specific instructions provided by the Seller for proper feed stream pre-treatment or filtration. ***In any circumstance, contamination of the membranes by liquid hydrocarbons or other undisclosed feed stream components will void all warranties.*** Damage caused by improper or malfunctioning pre-treatment or filtration will not be covered under warranty. Buyer shall maintain operating records to demonstrate compliance with the conditions set forth in the instructions provided by Seller for the duration of the warranty period provided herein.
- 3) **Limitation of Warranty.** Subject to the foregoing warranty, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ANY OTHER MATTER WITH RESPECT TO THE MEMBRANES WHETHER USED ALONE OR IN COMBINATION WITH OTHER EQUIPMENT NOT SUPPLIED BY SELLER.
- 4) **Limitation of Liability.** BUYER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE AS STATED IN PARAGRAPH 2 HEREIN. BUYER'S EXCLUSIVE REMEDY FOR ALL OTHER CLAIMS SHALL BE FOR DIRECT DAMAGES ONLY, AND SELLER'S TOTAL LIABILITY FOR ANY AND ALL LOSSES AND DAMAGES ARISING OUT OF ANY CAUSE WHATSOEVER INCLUDING, WITHOUT LIMITATION, DEFECTS IN OR DEFECTIVE PERFORMANCE OF THE MEMBRANES OR THIRD PARTY ASSERTIONS OF INFRINGEMENT RELATING TO BUYER'S USE, OR A THIRD PARTY'S USE, OF THE MEMBRANES, (WHETHER SUCH CLAIM IS BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE) SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE MEMBRANES IN RESPECT OF WHICH SUCH CAUSE ARISES OR, IN THE CASE OF INFRINGEMENT, AT SELLER'S OPTION, THE REPAIR OR REPLACEMENT OF SUCH MEMBRANES TO RENDER THEM NON-INFRINGEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER. Seller shall not be liable for, and Buyer assumes liability for, all personal injury and property damage connected with the possession, operation, maintenance, or other use of the Membranes. Transportation charges for the return of the Membranes shall not be paid unless authorized in advance by Seller. EXCLUSIONS OF AND LIMITATIONS ON LIABILITY UNDER THIS AGREEMENT SHALL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY. Buyer agrees to indemnify, defend and hold harmless Seller from and against any and all claims of Buyer's Customers or other third parties arising from the sale, resale, use, disposal or other disposition of any Membranes after delivery by Seller, and for injuries to, or death of, the employees, agents or invitees of Buyer, Customers or other third parties related in any way to the sale or resale of Membranes under this Agreement.
- 5) **Safety.** Buyer acknowledges that there are hazards associated with the use of the Membranes, including but not limited to oxygen depletion or concentration of flammable or poisonous gases produced thereby, that it understands such hazards, and that it is the responsibility of Buyer to warn and protect its employees, customers and others exposed to such hazards. Buyer explicitly assumes the risk of such hazards and shall hold harmless, indemnify and defend Seller from and against any liability resulting from the occurrence of any such hazards. Seller shall provide Buyer with copies of Material Safety Data Sheets and safety guidelines, upon request, relating to oxygen and nitrogen for Buyer to make appropriate warnings, and Buyer shall hold harmless, indemnify and defend Seller from and against any liability incurred by Seller because such warnings were not made, were not sufficient or otherwise arising from, out of or related to the occurrence of any hazards set forth herein.
- 6) **Proprietary Information**
  - a. Seller has developed valuable proprietary gas separation technology and information related thereto. Buyer will receive hereunder Seller's proprietary information relating to Seller's proprietary gas separation technology. Buyer may use Seller's proprietary information solely for the evaluation, installation, operation and maintenance of PRISM Membranes to be used in Buyer's systems. No other use or disclosure is authorized.
  - b. Buyer agrees to hold Seller's proprietary information in strict confidence. Except as expressly authorized herein, Buyer also agrees not to use, or allow to be used, Seller's proprietary information, in whole or in part, in manufacturing or selling gas separation equipment without the express prior written permission of Seller. These obligations of confidence shall not obligate Buyer to keep confidential that information which Buyer can show has become part of the public domain through no fault of Buyer and without any breach of confidentiality obligations; has been independently provided to Buyer by a third party as a matter of right and without restriction on disclosure or use; or was in Buyer's possession without an obligation of confidentiality prior to Buyer's receipt hereunder as evidenced by written documentation and not received directly or indirectly from Seller.
  - c. Buyer agrees to deliver to Seller all documents, including copies, containing Seller's proprietary information when no longer required for any authorized use hereunder, and in any event upon Seller's written request.
- 7) **Force Majeure**
  - a. Any delays in or failure of performance by Seller shall not be a default hereunder or give rise to liability in damages or otherwise if due to strike, lockout, concerted act of workers or other industrial disturbance (provided that Seller shall not be required to make any concession or grant any demand or request to bring to an end any of the foregoing), fire, explosion, flood or other natural catastrophe, civil disturbance, riot or armed conflict whether declared or undeclared, impairment or outage of equipment, curtailment, shortage, rationing, or failure of normal sources of supply of labor, materials, transportation, energy, or utilities, accident, Act of God, delay of subcontractor or vendor, sufferance of or voluntary compliance with act of government and government regulation (whether or not valid), embargo, epidemics, pandemics, quarantines or delays or cancellations in operations, supplies or work resulting therefrom, or due to any other cause whether similar or dissimilar to any of the causes or categories of causes described above and which is beyond Seller's reasonable control.
  - b. If Seller determines that its ability to supply the total demand for Membranes or obtain any, or a sufficient quantity, of any material used directly or indirectly in the manufacture of the Membranes, is hindered, limited or made impracticable, Seller may allocate its available supply of the Membranes or such material as Seller deems equitable without obligation to acquire other sources of supply and without liability for any failure of performance which may result therefrom.
- 8) **Buyer's Credit.** Seller reserves the right, among other remedies, to terminate this order or treat it as canceled by Buyer in the event that Buyer fails to make any payment when same becomes due. Should Buyer's financial responsibility become unsatisfactory to Seller, acceleration of cash payments or security satisfactory to Seller may be required by Seller.
- 9) **Shipment.** Title and risk of loss shall pass upon delivery. The shipment of Membranes hereunder will be made in accordance with Buyer's detailed and reasonable shipping instructions, which Buyer agrees to provide to Seller reasonably in advance of the estimated shipping date as has been mutually agreed to by the parties. Seller shall not be bound to tender delivery of any Membrane for which Buyer has not provided such shipping instructions. If the shipment of the Membrane is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Seller for any and all storage costs or other additional expenses resulting therefrom.
- 10) **Export.** The Buyer agrees to comply with all US Export Laws and Regulations, including but not limited to the regulations of the US Department of Commerce Export Administration ("EAR") and the Office of Foreign Asset Control ("OFAC"). The Buyer agrees not to export, re-export, sell, promote, market, or distribute directly or indirectly, any products, services and/or technical data acquired from the Seller, without first obtaining the necessary authorization and/or export licensing where deemed appropriate, to countries, persons, or products sanctioned under the United States and the Buyer's (Shipper's) export control laws.
- 11) **General**
  - a. This Agreement and the rights of the parties hereunder shall be governed by and construed under the laws of the State of Missouri, U.S.A. without giving effect to the choice of law principles thereof. Venue shall lie exclusively in the state and federal courts located in St. Louis, Missouri. Paragraph headings are for the convenience of the parties only and shall have no effect in the interpretation of this agreement.
  - b. Neither this Agreement nor any purchase order submitted hereunder may be assigned or transferred in whole or in part by Buyer without the prior written consent of Seller. Any assignment or transfer in violation of this provision shall be void.
  - c. This instrument constitutes the entire agreement between the parties concerning the subject matter hereof. No terms and conditions in any purchase order or other document of Buyer issued or purported to be issued with respect to the sale of the Membranes shall add to, delete from, supplement or vary the terms hereof and all of such provisions are hereby objected to by Seller. The parties agree and understand that purchase orders are for administrative purposes only to facilitate the transactions contemplated herein according to the terms and conditions specified herein.
  - d. Unless otherwise specified herein, all invoices shall be paid within thirty (30) calendar days of the date of Seller's invoice.
  - e. Buyer agrees to comply with all laws, rules and regulations, including but not limited to all anti-bribery and anti-corruption laws, rules and regulations, that may be applicable to the transactions contemplated herein.
- 12) **Taxes.** The Purchase Price set forth in this Agreement excludes all taxes, duties and similar charges howsoever described and howsoever denominated except those imposed on Seller by the government of the United States of America and its political subdivisions and which are based upon Seller's net income, corporate existence or general corporate right to transact business (hereinafter "Income Taxes"). If any taxes, other than Income Taxes, including but not limited to sales, use tax, value added tax, gross receipts tax become due as a result of the transactions contemplated under this Agreement, said taxes shall be in addition to the prices quoted and shall be billed by Seller to Buyer. If Buyer desires to claim exemption from any tax due as a result of this Agreement, then Buyer shall provide Seller with a properly completed and valid exemption certificate.
- 13) **Seller's Company Logo**  
Subject to the terms and conditions of this Agreement, Seller hereby grants to Buyer a royalty-free license to use Seller's Company Logo on Buyer's Systems and to further the promotion and sale of such Systems which contain Seller's membranes. Buyer acknowledges that Seller is the owner of the Trademark for the Company Logo and that Buyer has no rights to the same except as provided herein. Buyer acknowledges the validity of the Seller's Trademark of the Logo and warrants that it will not seek registration of Seller's Logo in any country, nor will it seek registration of confusingly similar trademarks for any of its products or services.