



Standard Terms and Conditions

WARRANTY- (a) CRP USA warrants that on the date of shipment the goods are of the kind and qualities described herein and are free of non-conformities in workmanship and material. This warranty does not apply to goods or parts delivered by CRP USA but manufactured by others. (b) Buyer's exclusive remedy for nonconformity in any item of the goods shall be the repair or the replacement (at CRP USA's option) of the item and any affected part of the goods. (c) This warranty shall not apply to: (i) any defects caused or induced by damage from unreasonable use (accident, fire or other casualty, misuse, negligence, incorrect wiring); (ii) any use, maintenance or installation not in conformance with written instructions furnished by CRP USA (with evidence of conformity to be provided to CRP USA at its reasonable request from time to time); (iii) any defects occurring because of modifications or repairs to the Goods not authorized in writing or supplied by CRP USA or because of improper storage or handling of the Goods; or (iv) any deficiency attributable to normal wear and tear; (v) cosmetic issues not materially impacting mechanical operation or performance; (vi) where the Goods are affected by locating items in areas that do not conform, fall outside or exceed specification limits or environmental conditions which cause corrosion of the equipment; or (vii) design errors. CRP USA's obligation to repair or replace shall be in effect for a period of twenty-one (21) days from CRP USA's shipment of the goods ("Warranty Period"), provided Buyer has sent written notice to CRP USA within the Warranty Period that the goods do not conform to the above warranty. Repaired and replacement parts shall be warranted for the original period of notification set forth above. At its sole risk and expense, Buyer shall remove and ship to CRP USA any such nonconforming goods and shall reinstall the repaired or replaced goods or parts. Buyer shall grant CRP USA access to the goods at all reasonable times in order for CRP USA to determine any nonconformity in the goods. CRP USA shall have the right of disposal of items replaced by it. If CRP USA is unable or unwilling to repair or replace, or if repair or replacement does not remedy the nonconformity, CRP USA and Buyer shall negotiate an equitable adjustment in the order price, which may include a full refund of the order price for the nonconforming goods. (c) THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, FOR PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. THERE ARE NO OTHER WARRANTIES, AGREEMENTS, ORAL OR WRITTEN, OR UNDERSTANDINGS WHICH EXTEND BEYOND THOSE SET FORTH IN THIS AGREEMENT WITH RESPECT TO THE WARRANTED WORK. (d)

Buyer and successors of Buyer are limited to the remedies specified in this article and shall have no others for a nonconformity in the goods. Buyer agrees that these remedies provide Buyer and its successors with a minimum adequate remedy and are their exclusive remedies, whether Buyer's or its successors' remedies are based on contract, warranty, tort (including negligence), strict liability, indemnity, or any other legal theory, and whether arising out of warranties,

representations, instructions, installations, or non-conformities from any cause. Buyer shall assume all responsibility and expense for removal, reinstallation and freight in connection with these remedies. (e) CRP USA neither assumes, nor authorizes any person to assume for it, any other obligation in connection with the sale of its goods.

NO CONSEQUENTIAL DAMAGES - IN NO EVENT, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR



CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING LOSS OF PROFITS OR REVENUE, OR COST OF CAPITAL.

LIMITATION OF LIABILITY - CRP USA'S AGGREGATE LIABILITY (INCLUDING BUT NOT LIMITED TO, THOSE ARISING UNDER TORT, INDEMNITY, WARRANTY, CONTRACT, STRICT LIABILITY OR OTHERWISE AND INCLUDING ALL COSTS, EXPENSES AND FEES) SHALL BE LIMITED, IN ALL CASES, TO THE AMOUNT PAID BY THE PURCHASER HEREUNDER HOWEVER, IF THE PURCHASE ORDER INCLUDES FIELD SERVICE, CRP USA'S LIABILITY FOR SUCH SERVICES SHALL BE LIMITED TO THE VALUE OF THE SERVICES.

ACCEPTANCE - The determination of compliance with performance guarantees will be based on results of factory tests under controlled conditions with calibrated instruments and tested per ISO standards, API standards, or other nationally recognized accreditation standards.

STATUTE OF LIMITATIONS - To the extent permitted by applicable law, any lawsuit for breach of contract, including breach of warranty, arising out of the transactions covered by this order, must be commenced not later than twelve (12) months from the date the cause of action accrued.

SHIPMENT - The term "shipment" means delivery to the initial carrier in accordance with the delivery terms of this order. CRP USA may make partial shipments. CRP USA shall select method of transportation and route, unless shipment is customer-routed and Buyer specifies the method and route and is to pay the freight costs in addition to the price. When terms are destination or freight allowed to destination, "destination" means common carrier delivery point (within the continental United States, excluding Alaska) nearest the destination. For movement outside the United States, CRP USA shall arrange for inland carriage to Buyer's agents and shall cooperate in making necessary arrangements for overseas carriage and preparing necessary documents.

SPECIAL SHIPPING DEVICES - On shipments to a destination in the continental United States or Canada, CRP USA has the right to add to the invoice, as a separate item, the value of any special shipping device (barrel, reel, tarpaulin, cradle, crib and the like) used to contain or protect the goods invoiced, while in transit. Full credit will be given on the return to CRP USA of the device in a reusable condition, DDP, freight prepaid.

FORCE MAJEURE - If CRP USA suffers delay in performance due to any cause beyond its control, including but not limited to act of God, war, act or failure to act of government, act or omission of Buyer, fire, flood, strike or labor troubles, sabotage, or delay in obtaining from others suitable services, materials, components, equipment or transportation ("Force Majeure Event"), the time of performance shall be extended a period of time equal to the period of the delay and its consequences. CRP USA will give Buyer notice in writing within a reasonable time after CRP USA becomes aware of any such delay caused by a Force Majeure Event. If the Force Majeure Event continues for a period of more than ninety (90) days in the aggregate, CRP USA may terminate the applicable Purchase Order by giving written notice to the Buyer, which shall be provided at least thirty (30) days prior to the effective date of such termination.

NONCANCELLATION - Buyer may not cancel or terminate for convenience, or direct suspension of manufacture, except with CRP USA's written consent upon terms agreed to by CRP USA.

STORAGE - Any item of the goods on which manufacture or shipment is delayed by causes within Buyer's control, or by causes which affect Buyer's ability to receive the goods, may be placed in storage by CRP USA for Buyer's account and risk and Buyer shall pay all charges for storage and shipping and incidental expenses.



TITLE AND INSURANCE - Title to the goods and risk of loss or damage shall pass to Buyer at the named place except that a security interest in the goods and proceeds and any replacement shall remain in CRP USA, regardless of mode of attachment to realty or other property, until the full price has been paid in cash. Buyer agrees to do all acts necessary to perfect and maintain said security interest, and to protect CRP USA's interest by adequately insuring the goods against loss or damage from any external cause with CRP USA named as insured or co-insured.

INSPECTIONS / EXPEDITING - The CRP USA restricts access to its facilities and requires seventy-two (72) written hour notice prior to each visit. CRP USA requires that its agents or employees accompany inspectors/expeditors on their visit(s).

TERMS OF PAYMENT - Unless otherwise stated, all payments shall be by Cash in Advance (CIA) of shipment and in United States dollars, and a pro rata payment shall become due as each shipment is made. If shipment is delayed by Buyer, date of readiness for shipment shall be deemed to be date of shipment for payment purposes. If at any time in CRP USA's judgment Buyer may be or may become unable or unwilling to meet the terms specified, CRP USA may require satisfactory assurances or full or partial payment as a condition to commencing or continuing manufacture or making shipment; and may, if shipment has been made, recover the goods from the carrier, pending receipt of such assurances.

ELECTRONIC PAYMENT – In the event Buyer's invoicing portal or Buyer's 3rd party portal shall fail to occur for any reason in the course of accepting, acknowledging or remitting any invoice payments, CRP USA will issue an invoice indicating that Buyer shall proceed manually with the full payment corresponding to the billing period as indicated on the invoice.

RIGHT TO SUSPEND DUE TO LATE PAYMENT – Without limiting its other rights or remedies, the CRP USA may suspend provision of the Goods under the agreement or any other contract between the Buyer and the CRP USA if the Buyer fails to pay any amount due under this agreement on the due date for payment.

LATE PAYMENT INTEREST ACCRUAL – Unless otherwise set forth in the applicable Purchase Order, interest shall be chargeable on any amounts overdue at the rate of six percent (6%) per annum above the six-month LIBOR base rate calculated from time to time. The interest period shall run from the due date for payment until receipt of the full amount by CRP USA whether before or after judgment.

NO "PAY-WHEN-PAID" – CRP USA does not accept the risk of Buyer's receipt of payments from any source, and in no event will payments to CRP USA be based upon or subject to Buyer's receipt of payment for Seller's work.

INVOICE DISPUTES – If the Buyer disputes any invoice: (i) the Buyer shall notify the CRP USA in writing within three (3) days of the date of receipt of the invoice, specifying the reasons for disputing the invoice; (ii) the CRP USA shall provide all evidence as may be reasonably necessary to verify the disputed invoice; (iii) the Buyer shall pay to the CRP USA all amounts not disputed by the Buyer on the due date as set out in this Agreement; (iv) the parties shall negotiate in good faith to attempt to resolve the dispute promptly; and (v) if the parties have not resolved the dispute within thirty (30) days of the Buyer giving notice to the CRP USA, the dispute shall be resolved in accordance with the dispute resolution clause of this Agreement.

GOODS RETURN - Goods can be returned for credit only after receiving CRP USA's written authorization and shipping instructions. Consignor's name and address must be plainly written on the shipping tag. Special goods fabricated to order are not returnable under any conditions



TIMELY APPROVAL OF DOCUMENTS – The Buyer shall render decisions and approve CRP USA's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the provision of the Goods. The CRP USA agrees to submit all plans, drawings and documents required by the Specifications in such timely manner that the Buyer may have a reasonable opportunity to review and approve or comment on the same within the periods provided for below.

PRICES - The prices stated herein will remain firm for the period up to the stated date of shipment providing the shipment is not delayed by the Buyer. If shipment is delayed by the Buyer beyond the shipment date quoted herein, the prices will be based on the prices in effect at time of shipment, including storage and material handling costs. In no event shall the adjusted price be less than the original order price, including change orders. Prices are, EXW unless otherwise specified. When price includes transportation and other charges pertaining to the shipment of goods, any increase in transportation rates and other charges will be for the account of the Buyer. There will be an extra charge for any test other than that which may be normally run by the CRP USA, or for any test performed to suit the convenience of the Buyer. Any applicable duties or sales, use, excise, value added or similar taxes will be added to the price and invoiced separately.

NO SET-OFF – Neither Party may withhold payment of any amount due to the other because of any set-off, counter-claim, abatement, or other similar deduction.

FAILURE TO TAKE DELIVERY – If the Buyer fails to take delivery of the Goods on the Delivery Date then (i) delivery of the Goods shall be deemed to have been completed at 9:00 am five (5) business days from notification of shipment readiness and (ii) the CRP USA shall store the Goods until delivery takes place, and charge the Buyer for all related costs and expenses (including insurance).

PACKING - when packing is available, equipment will be packed, boxed or crated in accordance with the CRP USA's standard commercial practice, for containerized export shipment, unless otherwise agreed.

CRP USA AS AGENT - If CRP USA makes or arranges for ocean shipment, CRP USA shall act as agent for the Buyer and reserves the right to procure full insurance coverage, including war risk insurance, at the expense of the Buyer. All expenses incurred in this connection will be payable upon demand to the CRP USA. If CRP USA as agent applies for or secures manufacturing, financing, exporting or other licenses required by the exporting country, or any department thereof, CRP USA shall make such applications or secure such licenses solely as agent for the Buyer, and assumes no responsibility therefore.

BUYER SUPPLIED COMPONENTS - Buyer acknowledges that the products purchased by Buyer under this Agreement may contain products supplied by the Buyer or supplied by a third party at the Buyer's direction ("Buyer Supplied Components"). Buyer Supplied Components are not covered by the warranty in this Agreement. For the avoidance of doubt, CRP USA makes no representations or warranties with respect to any Buyer Supplied Components. CRP USA disclaims any liability arising from Buyer Supplied Components delivered late, damaged, defective, or nonconforming. In no event shall CRP USA be liable for consequential, indirect, incidental, special, exemplary, punitive damages, or lost profits, arising out of or relating to late delivery of or defective Buyer supplied components.

Subject to the terms and conditions of this Agreement, Buyer shall indemnify, defend and hold harmless CRP USA and [its Representatives/officers, directors, employees, agents, [affiliates/Affiliates], successors and permitted assigns] ("Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement and the cost of



pursuing any insurance providers, incurred by Indemnified Party in a final judgment relating to any third-party claims arising from defective Buyer Supplied Components.

CONTROLLING PROVISIONS - These terms and conditions shall control with respect to any purchase order or sale of the CRP USA's goods. No waiver, alteration or modification of these terms and conditions whether on Buyer's purchase order or otherwise shall be valid unless the waiver, alteration or modification is specifically accepted in writing and signed by an authorized representative the of CRP USA.

DISPUTE RESOLUTION – Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in New York, New York before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those rules or pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment upon an arbitration award may be entered in any court having jurisdiction or application for a judicial acceptance of the arbitration award or an order of enforcement as the case may be. Costs of arbitration shall be borne equally by the Parties.

GENERAL – (a) CRP USA will comply with all laws applicable to CRP USA during manufacture and sale of the goods. Purchaser will comply with all laws applicable to Purchaser during operation or use of the goods. (b) The laws of the State of New York shall govern the validity, interpretation and enforcement of any order of which these provisions are a part, without giving effect to any rules governing the conflict of laws. The application of the United Nations Convention on Contracts for the International Sale of Goods shall be excluded. (c) Assignment may be made only with written consent of both parties; provided, however, CRP USA may assign to its affiliate without Buyer's consent. (d) Buyer shall be liable to CRP USA for any attorney's fees and costs incurred by CRP USA in enforcing any of its rights hereunder. This document and any other documents specifically referred to as being a part hereof, constitute the entire contract on the subject matter, and it shall not be modified except in writing signed by both parties, unless otherwise specified, any reference to Buyer's order is for identification only.

EXPORT - If this transaction involves export, the following additional terms and conditions shall apply:

Compliance is required for all applicable US export laws, and the export laws of the country from where the goods are exported. Buyer acknowledges that it will comply with all applicable export or re-export restrictions and regulatory requirements in the purchase or resale of Products from the CRP USA. Buyer acknowledges that this may include US export or re-export restrictions and controls in addition to requirements enforced by other international export control regimes, as applicable. Buyer agrees to full disclosure of all parties to a proposed sales transaction, and to comply with all license terms and conditions, destination control statements, or other restrictions on the export or re-export of Products. Buyer agrees that it will not divert such products to any unauthorized party or destination, including embargoed or sanctioned territories or countries. Buyer will include all information pertaining to export classification (ECCN or equivalent), applicable license restrictions, and authorized destination of the Product in its export and shipping documentation.