

MARCH MANUFACTURING INC
GENERAL TERMS AND CONDITIONS

1. General. The terms and conditions contained herein, together with any additional or different terms contained in the Proposal, if any, submitted to Purchaser by March Manufacturing Inc ("March") (which Proposal shall control over these terms and conditions to the extent it contains any conflicting terms and conditions) constitute the entire agreement between the parties with respect to this order and supersede all prior communications and agreements. Acceptance by March of Purchaser's order, or Purchaser's acceptance of March's Proposal is expressly limited to and conditioned upon Purchaser's acceptance of these terms and conditions which may not be changed or waived except in a writing signed by both parties. Any additional, inconsistent or different terms and conditions contained in Purchaser's purchase order or other documents supplied by Purchaser are hereby expressly rejected. Unless the context otherwise requires, the term "Product" as used herein includes all equipment, parts, and accessories sold. Unless the context otherwise indicates, the term "Services" as used herein shall mean labor, supervision and project engineering services provided under this order.

2. Prices, Taxes, Customs Duties.

(a) The price does not include any Federal, state or local property, license, privilege, sales, use, excise, gross receipts, or other like taxes which may now or hereafter be applicable to, measured by, or imposed upon or with respect to the transaction, the product, its sale, its value or its use, or any services performed in connection herewith. Purchaser agrees to pay or reimburse any such taxes which March or its suppliers are required to pay or collect. If Purchaser is exempt from the payment of any tax or holds a direct payment permit, Purchaser shall, upon order placement, provide March a copy, acceptable to the relevant governmental authorities of any such certificate or permit.

(b) March's prices herein include customs duties and other importation or exportation fees applicable to importation into the United States.

3. Payment.

(a) Unless specified to the contrary in writing by March, payment terms are net cash, payable without offset, by wire transfer, in United States Dollars, 30 days from date of invoice.

(b) If, in the judgment of March the financial condition of Purchaser at any time prior to delivery does not justify the terms of payment specified, then March may require payment in advance, payment security satisfactory to March or cancel any outstanding order, whereupon March shall be entitled to receive reasonable cancellation charges. Delays in delivery or non-conformities in any installments delivered shall not relieve Purchaser of its obligation to accept and pay for remaining installments.

4. Changes.

(a) Any changes requested by Purchaser affecting the ordered scope of work must be accepted by March and resulting adjustments to affected provisions including price, schedule, and guarantees, mutually agreed in writing prior to implementation of the change.

(b) March may, at its expense, make such changes in the Product or Services as it deems necessary, in its sole discretion, to meet any performance guarantees provided for in the Proposal. If Purchaser refuses to approve any such changes, March shall be relieved of its obligations to meet such guarantees to the extent to which March may be affected by such refusal.

5. Warranty.

(a) March's Products are warranted only to the original Purchaser thereof to be free of defects in workmanship and materials under normal use for a period of twelve (12) months from the date of manufacture. This warranty will be extended to twelve (12) months from the date of original installation if the warranty card is completely filled in and returned to March or registered online at www.marchpump.com/warranty-registration.

(b) This warranty covers only products properly installed and maintained in accordance with March's instructions. Any March Product which the Purchaser considers to be defective must be returned to the source where it was purchased. If the Product is found by March to be defective in workmanship or materials under normal use within the warranty period, March, at its sole option, will either replace or repair the Product. This warranty does not cover any costs associated with the installation, removal, or transportation cost of the Product. If the Product was damaged in transit, the Purchaser should file a claim with the carrier.

(c) The Purchaser is responsible to select the materials used in the Product's construction, so that they are compatible with the liquids that travel through the Product. The Purchaser may consult March or a distributor to seek a recommendation for the materials used in the construction of the Product, so as to obtain the optimum available chemical compatibility. However,

neither March nor the distributor shall be liable for Product damage or failure, personal injuries, or any other damages, whether special, incidental, punitive or consequential, arising out of a reaction, interaction or any chemical effect that occurs between the materials used in the Product's construction and the liquids that travel through the product.

(d) Before using the Product, the Purchaser or installer should determine the suitability of the Product for its intended use. Purchaser assumes all risk and liability whatsoever in connection with such use or installation. Except as otherwise specifically provided herein, in no event will March be liable for claims or damages, whether in contract, in tort (including negligence and strict liability) or otherwise.

(e) Claims for shortages or other errors in delivery must be made in writing to March within ten (10) days of delivery.

6. Nuclear Liability. In the event that the product sold hereunder are to be used in a nuclear facility, the Purchaser shall, prior to such use, arrange for insurance or a governmental indemnity protecting March against liability and hereby releases and agrees to indemnify March and its suppliers from any nuclear damage, which in any manner arises out of a nuclear incident, whether alleged to be due, in whole or in part, to the negligence of March or its suppliers.

7. Laws and Regulations

(a) Purchaser has sole responsibility for compliance with all applicable federal, state and local laws and regulations relating to the operation or use of the Product. March is not responsible or liable for obtaining any permits, licenses, or approvals from any agency required in connection with the supply, erection, or operation of the Product.

(b) Purchaser agrees to comply strictly and fully with all export controls imposed by any country or organization or national government within whose jurisdiction Customer operates or does business. Purchaser agrees not to export or permit exportation for any products or related technical data without complying with the export controls in the relevant jurisdiction. In particular, Representative acknowledges that March Products and technology are subject to United States (U.S.) Department of Commerce, Bureau of Industry and Security (BIS) laws and the Export Administration Regulations ("EAR") controlling the exports of products or technical information, and will not export without first obtaining the written consent to do so from the appropriate agency or other governmental entity in accordance with applicable export and trade control laws. The EAR currently, among other restrictions, prohibits export or re-export of March Products and technology to certain countries, entities, and end-users, including to prohibited parties on the BIS Entity List.

(c) Customer also acknowledges that March and its employees, as well as any agents or sub-agents performing duties under this Agreement, are subject to the U.S. trade sanctions laws and regulations or restrictions that prohibit any dealings or involvement with, or transfers to, or from, any party designated by the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC"), in consultation with the U.S. Department of State, and included on OFAC's Specially Designated Nationals ("SDN") list, or involving transfers to or from certain prohibited countries (i.e., Cuba, Iran, North Korea, Syria, Sudan, Crimea region of Ukraine.) Violation of U.S. trade and export control laws is strictly prohibited.

8. Inventions and Information. Unless otherwise agreed in writing by March and Purchaser, all right, title and interest in any inventions, developments, improvements or modifications of or for product shall remain with March. Any design, manufacturing drawings or other information submitted to the Purchaser remain the exclusive property of March. Purchaser shall not, without March's prior written consent, copy or disclose such information to a third party. Such information shall be used solely for the operation or maintenance of the product and not for any other purpose, including the duplication thereof in whole or in part.

9. Force Majeure. March shall not be liable for loss, damage, detention, or delay, nor be deemed to be in default from causes beyond its reasonable control including but not limited to acts of war (declared or undeclared) fire, strike, labor difficulties, epidemics, pandemics, Acts of God, acts or omissions of any governmental authority or of Purchaser, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay plus a reasonable time to resume production and the contract price will be adjusted to compensate March for such delay.

10. Quotations. Quotations are subject to change at any time unless otherwise specified in writing by March. Prices are subject to change up until the product is shipped unless otherwise specified in writing by March. Quotations issued by March shall in no way be construed as a sales agreement. Prices quoted are exclusive of other costs such as applicable federal, state or local taxes, freight/shipping costs, etc. except where specifically denoted in a given quotation.

11. Cancellation. Purchaser may cancel any order or contract only upon prior written notice and payment of termination charges, including but not limited to, all costs identified to the order or contract incurred prior to the effective date of termination and all expenses incurred by March attributable to the termination.

12. Termination. No termination by Purchaser for default shall be effective unless, within fifteen (15) days after receipt by March of Purchaser's written notice specifying such default, March shall have failed to initiate and pursue with due diligence correction of such specified default.

13. Assignment. Any assignment of this Agreement or any rights or obligations hereunder without prior written consent of March shall be void.

14. Choice of Law. This agreement shall be governed by the laws of the State of Illinois, but excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and excluding Illinois law with respect to conflicts of law. Purchaser agrees that all causes of action under this agreement shall be brought in the Circuit Court of Cook County, Illinois, or the U.S. District Court for the Northern District of Illinois, and hereby waives any challenges that Purchaser may have to such court's personal jurisdiction over Purchaser. If any provision hereof, partly or completely, shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or portion hereof and these terms shall be construed as if such invalid or unenforceable provision or portion thereof had never existed.

15. Anti-Corruption. The parties affirm that the negotiations which resulted in this Agreement were conducted under the principles of good faith in the ordinary course of business, and that neither party nor their representatives involved in these negotiations have given or offered any kind of personal advantage, in particular, bribery, graft, donation, among others. In the event that either party becomes aware of evidence of personal favoritism in this transaction, as described above, even after the termination of this Agreement, that party is required to notify the other party immediately, in order to enable the necessary investigations.

16. Fair Labor. Goods produced by March are in compliance with the provisions of the Fair Labor Standards Act of 1938 as amended.

17. Entire Agreement. This Agreement constitutes the entire agreement between March and Purchaser, and there are no agreements, understandings, restrictions, warranties, or representations between March and Purchaser other than those set forth or provided for herein.