

## **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 an Officer of March. 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.

(c) Unless otherwise approved in advance and in writing by March, all payments to March must be done by the Original Purchaser, with the name of the Original Purchaser clearly identified. This provision applies regardless of prior practices, the type of company formation, existence of parent companies or subsidiary companies, status as a broker, or doing business under a different company name.

(d) All financial information received from March must be held in the strictest confidence pursuant to all international, federal, country, state and local laws. This restriction extends to the identity and location of March's bank accounts, routing numbers, wire transfer information, tax ID, or similar types of financial information. Unless otherwise approved in advance and in writing by March or required by law, no March financial information may be shared with others, including but not limited to, parent companies, subsidiary companies or independent contractors of such companies, without approval in advance in writing by March.

### **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) General Warranty

This General Warranty applies to all products designed, produced, marketed and/or sold by March Manufacturing, Inc. ("March") and its Authorized Distributors and/or Original Equipment Manufacturers ("OEM").

Subject to the conditions and exclusions listed herein, March's Products are warranted to the original customers of the Authorized Distributors and OEMs to be free of defects in workmanship and materials under normal use for a period of thirteen (13) months from the date of sale of the Product.

The express warranties made hereunder are made in lieu of all other warranties or remedies.

March expressly disclaims all other warranties, either expressed or implied, regarding any Products or services provided hereunder, and expressly disclaims any implied warranties of merchantability, fitness for a particular purpose or use, or non-infringement, any warranties as to description or quality and warranties arising by statute or otherwise in law or from a course of dealing, use or trade. The express warranties made hereunder are made in lieu of all other warranties or remedies.

Any representations and warranties made by any person, including authorized representatives of March, shall not be binding on March unless in writing and approved by an officer of March.

***TO THE GREATEST EXTENT PERMITTED UNDER APPLICABLE LAW:***

- **MARCH'S SOLE LIABILITY AND THE CUSTOMER'S SOLE REMEDY UNDER THIS SALES AGREEMENT SHALL BE LIMITED TO THE BREACH OF WARRANTY (IES) AS SET FORTH HEREIN.**
- **THE WARRANTY SET FORTH HEREIN IS IN LIEU OF ALL OTHER WARRANTIES OF MARCH, WHETHER WRITTEN, ORAL OR IMPLIED, AND MARCH HEREBY DISCLAIMS ANY OTHER REPRESENTATION OR WARRANTY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE DESIGN OF THE PRODUCT, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.**

Unless the context otherwise requires, the term "Product" as used herein includes all equipment, parts, and accessories sold and the term "Services" as used herein shall mean labor, supervision and project engineering services provided under this order.

### (b) General Limitations and Additional Disclaimers

The limitations and disclaimers of this warranty are an essential part of the warranty.

***To the greatest extent permitted by applicable law:***

Except as expressly provided in this agreement March disclaims all warranties, either express or implied by law, and expressly disclaims any implied warranties of merchantability, fitness for a particular purpose or use, or non-infringement, and warranties as to description or quality and warranties arising by statute or otherwise in law or from a course of dealing, use or trade.

This warranty is limited to Products purchased for normal and ordinary intended use, and properly installed and maintained in accordance with March's instructions.

This warranty does not cover Products damaged in transit. If the Product was damaged in transit, the purchaser should file a claim with the carrier.

This warranty does not cover Products that are lost or stolen.

This warranty does not apply to an entity that purchases a Product from the original purchaser unless expressly approved in writing by an officer of March.

The following acts or omissions will void the warranty:

- Any actions that constitute misuse, abuse, improper handling, or improper installation will void this warranty.
- Any use of a Product for an inappropriate application.
- Any improper or untimely maintenance will void this warranty.
- Any damage caused by an act of nature including but not limited to floods, earthquakes, mudslides, avalanches, volcano eruptions, tornados, hurricanes, lightning, high winds, rain, snow, hail, fires and other natural disasters, regardless of whether they are manmade or part of nature, voids this warranty.
- Any damage caused by acts of war, vandalism, sabotage, arson or civil unrest will void this warranty.
- Any repairs, alterations or modification to a Product, unless authorized in writing by an employee of March, will void this warranty.

**(c) Chemical Reaction Disclaimer**

To the greatest extent permitted by law, and in addition to all other limitations and disclaimers, neither March nor its agents, shall be liable for Product damage or failure, personal or property injuries, or any other damage or loss arising out of a reaction, interaction or chemical effect that occurs between the materials of the Product's construction and fluids or gasses that come into contact with the March Product's components or the connections between March's Product and the systems to which it is affixed or incorporated *within*.

March expressly disclaims any reliance by the customer on any information provided by March or its agents related to the Product's compatibility with purchaser's intended use for the Product. The purchaser is responsible for the selection of 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, property damage, or any other damages, whether special, incidental, punitive or consequential damages, 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.

March Chemical Resistance Guides ("Chemical Resistance Guide") are found at the following page: <https://www.marchpump.com/resources/> The Chemical Resistance Guide is provided for informational purposes only. While this information contained in the Chemical Resistance Guide may be considered as a recommendation for use, it is not a guarantee for the Product's performance or appropriateness for a given application. It is not a government standard. All materials should be tested under actual service conditions to determine if it is suitable for a particular purpose.

March cannot guarantee any chemical application. There are a multitude of variables that may have an adverse effect on the chemical compatibility with the Product, including but not limited to, chemical composition range, concentration range, temperature range, suction side pressure range, duty point range, environmental conditions range, air temperature range, as well as its compatibility with the system for which it will be attached or incorporated within.

**(d) Information Disclaimer**

March makes no representation or warranty of any kind, express or implied, regarding the accuracy, adequacy, validity, reliability, availability, or completeness of any information provided regarding the function, capabilities or use of any Product.

March makes no representation or warranty of any kind, express or implied, regarding the appropriateness, compatibility or suitability of use with any solid, fluid or gas, including but not limited to concentrations, interaction, temperature, force, flow, reaction with component parts of the Products, or the systems to which it is affixed or incorporated within.

To the extent that a spec sheet requires such a warranty, or other representations regarding the appropriateness, compatibility or suitability of use with any solid, fluid or gas, including but not limited to concentrations, interactions, temperature, force, flow, reaction with component parts of the Products or the systems to which it is affixed or incorporated within, that portion of the spec sheet shall be null and void.

**(e) Assumption of Risk**

To the greatest extent permitted under applicable laws, the purchaser assumes all risk and liability whatsoever in connection with such use and installation.

Before using the Product, the purchaser and installer should determine the suitability of the Product for its intended use, including the selection of the materials used in the Product's construction, so that it is compatible with the liquids that travel through the Product.

**(f) Limitation of Liability**

To the fullest extent permitted by law, March will not be liable to the purchaser or any other person for any special, direct, indirect, consequential, punitive or other damages of any kind or nature whatsoever, including without limitation, any personal or property damages, lost profits or loss of revenue, whether arising out of any of the Products or parts purchased from March, whether such damages are based on tort, strict liability, warranty, contract, statutory or other legal theory.

**(g) Exclusive Remedy - Repair/Replacement/Return**

Any March Product that 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 replace (with same or similar Product), refund the purchase price to the Authorized March Distributor or OEM, issue credit to an authorized March Manufacturer distributor or OEM, or repair the Product. March will not refund the purchase price or issue credit to the customer, end user or a third-party reseller.

This warranty does not cover any costs associated with the installation, removal, or transportation cost of the Product, or claims related to the interruption of business.

This paragraph does not extend the date of the warranty for repair or replacement. March's Products are warranted to the original customers of the Authorized Distributors and OEMs to be free of defects in workmanship and materials under normal use for a period of thirteen (13) months from the original date of sale of the Product and not the date of repair or replacement.

**(h) Damage in Transit (Distributors Only)**

In the event that a shipment of March Products has sustained damage or loss due to a transportation failure, act of nature including but not limited to floods, earthquakes, mudslides, avalanches, volcano eruptions, tornados, hurricanes, lightening, high winds, rain, snow, hail, and other natural disasters, fire regardless of whether it is manmade or part of nature, catastrophic event or war, the distributor should immediately notify March Manufacturing, and in no event, more than 72 hours after the catastrophic event. The notice should provide the date of event, nature of event, the amount of the shipment that has sustained damage, the nature of the damage sustained and the contact information for the person with the most knowledge regarding the event.

In the event that a March Product has sustained damage or loss due to any other type of occurrence or arrives damaged in any manner, the distributor shall notify March Manufacturing within 10 business days of the date of receipt of the March Product.

**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.

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