

Terms and Conditions of Sale

1. **ORDER ACCEPTANCE.** All orders or services are subject to acceptance in Texas by the written approval of an authorized official of Texas Hydraulics, Inc. ("Texas Hydraulics"). Any such order shall be subject to these Terms and Conditions of Sale ("Terms"), and acceptance shall be conditioned on assent to such conditions, which assent shall be deemed given unless purchaser shall expressly notify Texas Hydraulics to the contrary within five days after receipt of acknowledgment of confirmation of an order. Any additional or different terms already or hereafter proposed by purchaser, whether in a purchase order or other communication, are hereby rejected and shall not apply.
2. **CANCELLATION AND ALTERATIONS.** No order accepted by Texas Hydraulics may be altered or modified by purchaser unless agreed to in writing signed by an authorized official of Texas Hydraulics, and no such order may be canceled or terminated except upon the following conditions:
 - A. Any of our products which can be completed within 30 days of your request to stop work or cancel will be shipped and you agree to accept the shipment and to pay for it in full at the price agreed upon.
 - B. Subject to (2A) above, all work in connection with such order will be stopped within a reasonable time upon receipt of your request, and you agree to pay us for all work in process and any raw materials or supplies used, or for which commitments have been made by us in connection therewith, on the basis of our full cost and expenses computed in accordance with our standard practice, plus 20% thereof.
 - C. Texas Hydraulics reserves the right to alter the product w/o notification if the change does not affect product design or does not affect form, fit, or function requirements.
3. **QUOTATION AND PRICES.** Written quotations automatically expire 30 calendar days from the date issued unless sooner terminated by notice. (Verbal quotations expire, unless accepted in writing, the same day they are made.) All published prices and discounts are subject to change without notice. Any addition to an outstanding order will be accepted at prices in effect when the addition is accepted. Prices on orders in effect for over 30 days are subject to being changed to current prices.
4. **MINIMUM BILLING.** Orders amounting to less than \$100.00 net will be increased to and billed at \$100.00.
5. **TAXES.** Any Manufacturer's Tax, Retailer's Occupation Tax, Sales Tax, Excise Tax, Duty, Custom, Inspection, or Testing Fee, or other tax, fee or charge of any nature whatsoever, imposed by any government authority, on or measured by any transactions between Texas Hydraulics and purchaser, shall be paid by Purchaser in addition to the price quoted or invoiced and in the event Texas Hydraulics shall be required to pay any such tax, fee or charge, purchaser shall reimburse Texas Hydraulics thereof.
6. **TERMS OF PAYMENT.** Net invoice amount is due within thirty (30) days from date of invoice. A finance charge of 1 ½% per month or the maximum amount permitted by law, whichever is less, will be paid on any balance over thirty (30) days to compensate Texas Hydraulics for the expense of collecting the delinquent account. All terms begin from date of invoice. All clerical errors are subject to correction. If this invoice is given to an attorney for collection, or if suit is brought for collection, then debtor shall pay all attorneys' fees and other costs associated in addition to the invoice amount due. In addition to all other remedies available under these terms or at law, Texas Hydraulics shall be entitled to suspend delivery of products or performance of services if purchaser fails to pay any amount when due.
7. **F.O.B. POINT.** All sales are plant of origin unless quoted otherwise.
8. **DELIVERY.** Delivery of equipment by Texas Hydraulics to a carrier shall constitute delivery to purchaser and regardless of freight payment, title and all risk of loss or damage in transit shall pass to purchaser at that time. Should shipments be held beyond scheduled date for convenience of the purchaser, equipment will be billed and charges will be made for warehousing, trucking, and other expenses incident to such delay. Great care is taken by Texas Hydraulics in crating its equipment. Texas Hydraulics cannot be held responsible for breakage after having received "in good order" receipts from the transportation carrier. All claims for loss and damage must be made by purchaser to the carrier, but Texas Hydraulics will assist insofar as practical in securing satisfactory adjustment of such claims. Claims for shortages or other errors must be made in writing to Texas Hydraulics within 30 days after receipt of shipment, and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by purchaser. Methods and route of shipment will be at the discretion of Texas Hydraulics unless purchaser shall specify otherwise, and any additional expense of the method or route of shipment specified by purchaser shall be borne by the purchaser.
9. **SHIPPING SCHEDULES.** All quoted shipping schedules are approximate and will depend upon prompt receipt from purchaser of all blueprints and other information necessary for the design and manufacture of the equipment by Texas Hydraulics. Dimension drawings, circuit drawings, and specifications submitted by Texas Hydraulics to the purchaser for approval must be returned within 1 day with approval granted and any exceptions noted in order to avoid delay in manufacturing schedule. Any changes in design requested by purchaser shall result in purchaser assuming full costs for all materials, work in process, additional labor, and purchased parts incident to the change not consistent with quotation. Texas Hydraulics considers the product schedule to be firm from original scheduled delivery for 60 days prior to scheduled shipment and considers material committed firm and non-cancelable for an additional 120 days. Purchaser will be notified when "will call" order and/or release is ready for pickup. Texas Hydraulics will allow 10 days for pickup. If no action is taken, the order will be shipped via common carrier of Texas Hydraulics choice freight collect. Orders which include penalty clauses for failure to meet shipping schedules will not be acceptable, except those cases specifically approved in writing by an officer of Texas Hydraulics. Texas Hydraulics shall not be liable for any damage as a result of any delay due to any cause beyond Texas Hydraulics' reasonable control, including, without limitation, an Act of God; act of purchaser; embargo or other government act; regulation or request; fire; accident; strike; slow down; war; riot; flood; delay in transportation; and inability to obtain necessary labor, materials, or manufacturing facilities. The acceptance of the equipment when delivered shall constitute a waiver of all claims for damages caused by any such delay.
10. **RETURN OF EQUIPMENT.** No equipment may be returned without first obtaining Texas Hydraulics' written permission and a return goods authorization (RGA) number. Defective product must be returned freight pre-paid, properly protected and intact to the Texas Hydraulics' plant of origin. Should a claim be found to be valid, our customer shall receive pre-paid freight reimbursement from Texas Hydraulics' plant of origin to original shipping destination. Equipment, if accepted for credit, not involving a Texas Hydraulics' error shall be subject to a minimum service charge of 20% of the invoice price and all transportation charges shall be prepaid by the purchaser.
11. **WARRANTY POLICY.** Refer to the latest revision of the Texas Hydraulics' warranty policy bulletin, which is incorporated into these Terms by this reference.
12. **LIMITATION OF LIABILITY.** TEXAS HYDRAULICS SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES OR FOR LOST PROFITS, LOSS OF USE OR LOSS OF MARKET SHARE. IN NO EVENT SHALL TEXAS HYDRAULICS BE LIABLE TO PURCHASER FOR ANY AMOUNT WHICH IN COMBINATION WITH ALL CLAIMS BY PURCHASER

EXCEEDS THE PRICE OF THE PRODUCTS AND/OR SERVICES PROVIDED BY TEXAS HYDRAULICS TO PURCHASER RELATING TO SUCH CLAIMS.

13. **SERVICE CHARGES.** Should the purchaser request the service of an erector, demonstrator or service man (except as specifically provided for and included in the price of the equipment), such service will be rendered at the rate outlined in the schedule of field service charges in effect at the date of request. There will be a \$50.00 additional charge for all shipments requested to be shipped by bus or any other routing requiring "Special Handling".
14. **INDEMNITY.** PURCHASER SHALL INDEMNIFY AND HOLD HARMLESS TEXAS HYDRAULICS AGAINST ANY AND ALL LOSSES, DAMAGES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND OTHER COSTS OF DEFENDING ANY ACTION) THAT TEXAS HYDRAULICS MAY SUSTAIN OR INCUR AS A RESULTS OF THE USE, OPERATION OR POSSESSION OF THE PRODUCTS AND/OR SERVICES BY PURCHASER OR ITS AFFILIATES, DIRECTORS, EMPLOYEES OR AGENTS (COLLECTIVELY, "PURCHASER'S REPRESENTATIVES"), THE NEGLIGENT OR WILLFUL ACT OR OMISSION OF PURCHASER OR PURCHASER'S REPRESENTATIVES OR THE ALTERATION OR MODIFICATION OF THE PRODUCTS AND/OR SERVICES OR THE USE OR A COMBINATION OF THE PRODUCTS AND/OR SERVICES WITH OTHER PRODUCTS, DEVICES OR SERVICES BY PURCHASER OR PURCHASER'S REPRESENTATIVES.
15. **COMPLIANCE WITH LAWS.** In performing its obligations and exercising its rights, purchaser shall, at all times, act ethically and in compliance with all applicable laws of each jurisdiction in which purchaser is established or conducts operations, including (without limitation) any applicable laws enforced from time to time regarding bribery, fraudulent acts, corrupt practices and/or money laundering and any applicable laws enforced from time to time regarding import/export regulations, tax and/or customs and duties.
16. **DATA SECURITY.** Purchaser shall fully comply with the data protection and privacy legislation in all relevant jurisdictions and shall ensure that its employees, agents and contractors observe the provisions of such legislation. Purchaser represents that it has developed and implemented and covenants that it will maintain effective information security policies and procedures that include administrative, technical and physical safeguards designed to (i) ensure the confidentiality, security, integrity and availability of Texas Hydraulics' confidential information provided hereunder; (ii) protect against anticipated threats or hazards to the confidentiality, security, integrity and availability of such information; (iii) protect against unauthorized access or use of such information; and (iv) ensure the proper disposal of such information. Purchaser shall promptly notify Texas Hydraulics of any breach of confidentiality by Purchaser or any of its agents, disclosure of Texas Hydraulics' confidential information by Purchaser or any of its agents or breach of Purchaser's information security policies or procedures, which notice shall be provided to Texas Hydraulics no later than 24 hours after discovery of such breach.
17. **ANTI-BRIBERY COMPLIANCE.** Purchaser hereby certifies that Purchaser and its directors, officers, employees and agents: (i) are familiar with, and shall comply in all respects with, all applicable laws enforced from time to time regarding bribery, fraudulent acts, corrupt practices and/or money laundering, including the U.S. Foreign Corrupt Practices Act as amended, and the UK Bribery Act 2010, as amended; (ii) have not and shall not authorize or make any payments or gifts or any offers or promises of payments or gifts of any kind, directly or indirectly, in connection with the transactions governed by these Terms to any "foreign official" including (a) any official, agent or employee of any government or governmental agency; (b) any political party or officer, employee or agent thereof; or (c) any holder of public office or candidate for political office; and (iii) are not officials or employees of any government, an official of a political party, or a candidate for political office, or a director, officer, employee, or affiliate of a government instrumentality. Purchaser understands for purposes hereof, a "foreign official" may include an employee or official of a commercial entity in which a government body has an ownership interest or exerts control over the activities of such entity, as well as officials and employees of public international organizations.
18. **GOVERNING LAW/VENUE.** These Terms shall be governed by and construed in accordance with the laws of Delaware, without giving effect to any choice of law rules. To the extent applicable, purchaser and Texas Hydraulics expressly consent to the exclusive jurisdiction of the courts of the State of Delaware, County of New Castle, or, if it has or can acquire jurisdiction, in the United States District Court for the District of Delaware.