

General Conditions for Supply of Services (USA)

1. General

- a) These Conditions apply in respect of every Quotation for the supply of any services by AST TURBO USA INC. unless otherwise agreed in writing by AST TURBO USA INC. Failure of AST TURBO USA INC. to object to conditions contained in any other writing or other communication from purchaser shall not be construed as a waiver of these Conditions or acceptance of any such other provisions. These Conditions also serve as notice of AST TURBO USA INC.'s objection to and express rejection of any terms and conditions of purchase included in purchaser's order or other writing that are different from or additional to these Conditions.
- b) No other terms and conditions (including any submitted by purchaser by any means whatsoever) except those expressly agreed in writing by an officer of AST TURBO USA INC. shall be incorporated with or into these Conditions or applicable to the Services. No representation made by AST TURBO USA INC. or any of its agents or employees or any course of conduct, past practice, industry standards, course-of-dealing or usage of trade shall constitute a modification of any term or condition contained herein or amount to a waiver of these Conditions.
- c) If there is any conflict between these Conditions or any Quotation, Invoice or other document issued by AST TURBO USA INC., the following order of precedence applies: These Conditions; the Invoice; the Quotation; any other document issued by AST TURBO USA INC. to purchaser, unless expressly agreed in writing to the contrary by AST TURBO USA INC. in that document.
- d) In these Conditions the following terms have the meanings set out below: "Conditions" means these general conditions for supply of services; "Invoice" means any invoice issued by AST TURBO USA INC. detailing the price to be paid by purchaser to AST TURBO USA INC. for the Services; "Quotation" means the written quotation setting out the price and description of the Services; and "Services" means the work or supply agreed to be undertaken by AST TURBO USA INC. pursuant to the Quotation and these Conditions.

2. Quotation and Conditions

- a) The Quotation is open for acceptance for 30 days from the date of the quotation.
- b) The Quotation is not an obligation to sell but an invitation to make an offer to purchase from AST TURBO USA INC. by purchaser subject to these Conditions.
- c) Technical data of any kind is subject to final confirmation by AST TURBO USA INC. at the time of acceptance of the Quotation by purchaser.
- d) Quotations, drawings and documentation are AST TURBO USA INC.'s copyrighted material and they must not be disclosed to any third party and must be returned to AST TURBO USA INC. immediately upon request whether in hardcopy or electronic form. Furthermore, all right, title and interest in such copyrighted material shall at all time remain with AST TURBO USA INC.
- e) These Conditions are deemed to have been accepted by purchaser upon acceptance of the Quotation.
- f) No terms and conditions of purchaser or any other party shall be part of these Conditions unless accepted by AST TURBO USA INC. in writing.

3. Scope of Service

- a) The final scope of the Services shall be as specified in the official written acknowledgment of purchaser's order by AST TURBO USA INC. Any variations are subject to written confirmation by AST TURBO USA INC.
- b) Delivery will take place as follows:
 - i) unless otherwise agreed in writing, purchaser is responsible to collect and deliver the equipment from AST TURBO USA INC.'s place of business. The arrangement of a carrier, its suitability for carriage and payment of the carriage are the responsibility of purchaser;

- ii) where AST TURBO USA INC. has agreed in writing to collect or deliver the equipment, delivery is deemed to occur when the equipment is collected or delivered by or on behalf of AST TURBO USA INC. to or from the site nominated by purchaser. Notwithstanding that AST TURBO USA INC. may agree to arrange collection and delivery, the cost and risk shall be to the account of purchaser. AST TURBO USA INC. shall only accept risk in respect of the equipment while in AST TURBO USA INC.'s possession or place of business unless otherwise agreed in writing.
- c) Purchaser shall and hereby agrees to indemnify, defend and hold harmless AST TURBO USA INC. against any liability (including reasonable attorneys' fees) for injury or death of AST TURBO USA INC. agents or employees occurring as a result of any negligence, act, neglect or default of purchaser.

4. Price

- a) When not otherwise specified, AST TURBO USA INC. will charge for labor and materials provided in accordance with its standard charge rates then applicable. Unless otherwise specified, prices are Ex Works (Incoterms) – AST TURBO USA INC.'s or its affiliates' place of business including packing and loading but excluding freight and installation.
- b) All sales, excise, customs duties, tariffs, turnover and value added taxes, assessments, or other charges imposed by any national, state or local government agency in connection with the services to be provided hereunder, shall be reimbursed to AST TURBO USA INC. by purchaser and any payment made to AST TURBO USA INC. hereunder shall be free and clear of such taxes, liens, assessments or other charges. In the event that the representative is charged any taxes, AST TURBO USA INC. reserves the right to adjust its rates accordingly.
- c) Prices have been calculated on the basis of cost levels applicable at the date of the Order and are subject to variation in the event of any change in the cost of materials, wage rates or other price governing factors including spare parts.
- d) Payment terms for sales or delivery of items outside USA are prior to shipment unless otherwise agreed in writing by AST TURBO USA INC.

5. Terms of Payment

- a) All Invoices shall be paid by purchaser to AST TURBO USA INC. within 30 days of the date of the Invoice.
- b) Purchaser shall not deduct or set-off any claims not accepted by AST TURBO USA INC. in writing against any Invoice.
- c) If payment of an Invoice is not made by the due date, AST TURBO USA INC. may, in addition to any other rights it may have, charge interest on the overdue amount at the rate which would be charged to AST TURBO USA INC. by its then bankers on an overdraft amount equal to the outstanding sum or, if lower, the maximum amount of interest allowed by law. Any payment made by the purchaser will be credited first against any interest accrued.

6. Security Interest

Until all amounts due hereunder have been paid in full, purchaser hereby grants AST TURBO USA INC. a security interest in the equipment and goods sold pursuant hereto and AST TURBO USA INC. shall have all rights of a secured party under the Uniform Commercial Code including, without limitation, the right to take possession of the equipment without legal process and the right to require purchaser to assemble the equipment and goods and make them available to AST TURBO USA INC. at a place reasonably convenient to both parties. Purchaser hereby appoints AST TURBO USA INC. its agent, to take all such action and to execute and file all such documents and instruments (including, but not limited to, UCC-1 financing statements) as may be necessary or reasonably requested by AST TURBO USA INC. to perfect and continue AST TURBO USA INC.'s security interest hereunder.

7. Notice of warning

The inspection findings, as well as any oral or written statements by AST TURBO USA INC. to purchaser or its representative concerning the condition, deployment, safety and usability of the object being serviced, as well as any reservations expressed in the same form in respect of orders, instructions or measures of purchaser or other factual circumstances, shall be deemed a notice of warning and shall exempt and exclude AST TURBO USA INC. from any liability and purchaser will indemnify, defend and hold harmless AST TURBO USA INC. against any liability (including reasonable attorneys' fees) for injury or death of AST TURBO USA INC. agents or employees occurring as a result of any act, neglect or default of purchaser relating thereto.

8. Time of Completion

AST TURBO USA INC. will not be liable to purchaser or any other person for any loss or damage incurred or suffered by purchaser or that other person, or be in breach of these Conditions, by reason of any delay in the performance or observance of any obligation of AST TURBO USA INC. contained in these Conditions which is caused or results from any force majeure event. A force majeure event includes any act, event or circumstance beyond the reasonable control of AST TURBO USA INC. including but not limited to acts of god, war, terrorism, epidemic or pandemic, hostilities, riots, strikes, lock outs, labor disturbances and stoppages (whether actual or threatened) of employees of AST TURBO USA INC. or others, shortages of materials, seizure, restriction, resumption or other executive or governmental regulations or orders affecting AST TURBO USA INC., accidental breakdown or injury to or appropriation or requisition of AST TURBO USA INC. assets or any part thereof.

9. Limitation of Liability

Except as expressly provided for in Section 11, AST TURBO USA INC. shall not be liable in respect of any loss, liability or damage suffered or incurred by purchaser, whether direct, indirect, and/or consequential, including, but not limited to, incidental or punitive damages, damages for or in relation to loss of use of facilities, late delivery, loss of revenue, profit or goodwill, loss of production, the cost of capital or of substitute equipment or services, loss of interest, costs involved in down-time and/or provision, loss on account of product liability/third party liability or incidental damage to other machine parts, howsoever arising, including directly or indirectly in connection with the Services or any other transactions related to contemplated by these Conditions or any Quotation, including the breach of the present Conditions or of any warranties or indemnities. In no event shall the liability of AST TURBO USA INC. exceed the unit price of the Services, goods and equipment provided by AST TURBO USA INC. and all such liability shall terminate upon the expiry of the Warranty Period.

10. Privacy Authority

Where the Services are supplied to purchaser on credit, purchaser irrevocably authorizes AST TURBO USA INC., its employees and agents to make such inquiries as it deems necessary to investigate the creditworthiness of purchaser from time to time including (but without limiting the generality of the foregoing) the making of inquiries of persons nominated as trade referees, the bankers of the purchaser or any other credit providers and the purchaser authorizes the information sources to disclose to AST TURBO USA INC. such information concerning purchaser which is within their possession and which is requested by AST TURBO USA INC.

11. Limited Warranty

- a) AST TURBO USA INC. will carry out the Services using trained personnel available to it. Unless otherwise agreed in writing, AST TURBO USA INC. warrants against defects in workmanship on all Services for a period of ninety (90) days from the date of completion of such services and warrants that any spare parts, goods or equipment supplied by AST TURBO USA INC. will be free from any defects arising from faulty material or inferior workmanship from the date of delivery to purchaser for a period of six (6) months (the "Warranty Period").
- b) If within the Warranty Period purchaser gives written notice to AST TURBO USA INC. of any alleged defect and, if in the sole judgment of AST TURBO USA INC., the Services or any spare parts, goods or equipment are found to be defective due to faulty material or inferior workmanship, then AST TURBO USA INC. will re-perform said Services or repair or replace and make good, at its option, the relevant part or

- repay to purchaser the full price paid for that part according to AST TURBO USA INC.'s list price at the relevant date. Re-performance, repair or replacement will be undertaken at the sole option of AST TURBO USA INC. either at its place of business or at the purchaser's premises.
- c) If remedial work becomes necessary purchaser must:
 - i) grant necessary time and facilities;
 - ii) furnish at its cost the necessary labor and equipment to carry out the remedial work; and
 - iii) perform at its expense any work above and beyond the original scope of the order.
 - d) If Services require customer-supplied information, design or assembly, or if purchaser dictates use of certain parts or other equipment (collectively "Customer Content"), the customer shall be solely responsible for such Customer Content, including, without limitation, its accuracy, suitability, warranty and effect on the Services.
 - e) AST TURBO USA INC. shall have no liability for:
 - i) any loss or damage due to ordinary wear and tear or in respect of parts which on account of the material of which they are made or the use to which they are put, are subject to premature deterioration;
 - ii) any damage due to faulty or incorrect storage, incorrect handling or use, faulty installation or putting into operation, excessive stress or strain;
 - iii) the use of unsuitable lubricants or fuels, unsound civil engineering work, inadequate foundations or unsuitable soil, chemical, electrochemical or electrical influences including the effect of peaks on the grid or an equipment connected to the grid; or,
 - iv) any other causes arising beyond the reasonable control of AST TURBO USA INC.
 - f) THE LIMITED WARRANTY EXPRESSED HEREIN SHALL BE IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WHICH ARE EXPRESSLY DISCLAIMED, AND IS IN LIEU OF ANY AND ALL OTHER OBLIGATIONS OR LIABILITY ON AST TURBO USA INC.'S PART. Furthermore, any products distributed, but not manufactured by AST TURBO USA INC., are not warranted by AST TURBO USA INC. and purchaser must instead rely on the representations and warranties, if any, provided directly to purchaser by the manufacturer of such product. Where the law prohibits such exclusion, liability for breach is limited, where permitted by law, and at the option of AST TURBO USA INC., to re-perform, repair, re-supply or replacement of, or repayment of the cost of, the relevant Services. Such re-performance, repair, re-supply or replacement will be undertaken at the option of AST TURBO USA INC. either at its place of business or at the customer's premises.
 - g) The Purchaser's entitlement to claim under this limited warranty is conditional upon:
 - i) notification in writing of the defects to AST TURBO USA INC. immediately on discovery within the Warranty Period;
 - ii) purchaser complying with the service and maintenance instructions of AST TURBO USA INC. and undertaking inspection of equipment at specified intervals;
 - iii) no remedial or repair work being carried out or attempted without the prior written consent of AST TURBO USA INC.; and
 - iv) no spare parts having been fitted other than those supplied by AST TURBO USA INC.
 - h) Purchaser acknowledges that it has entered into these Conditions and any related Quotation without relying on any representation by AST TURBO USA INC. or any person purporting to represent AST TURBO USA INC.

12. Termination

If either party:

- a) defaults in the due performance or observance of its obligations under these Conditions and fails to rectify that default within 21 days of notice from the other party so long as such default can be reasonably rectified within such 21 days;
- b) takes or has taken against it any action for winding up or placing under official management, receivership or other form of insolvency

management, bankruptcy or administration (other than for the purposes of reconstruction);

- c) ceases or threatens to cease carrying on its business or a material part of it, then the other party may at its option and without prejudice to any other rights it may have under the Conditions or at law, immediately:
 - i) determine the agreement evidenced by these Conditions and its liability for the performance under them; and/or
 - ii) suspend delivery of the spare parts, goods or equipment; and/or
 - iii) retain as security any moneys paid and apply those moneys against the assessed loss and damages incurred by it in the performance or partial performance up to that time of the agreement evidenced by these Conditions; and/or
 - iv) take such action as it considers reasonably necessary to regain possession of the spare parts, goods or equipment as allowed under applicable law.

13. Conditions not to be Assigned

Purchaser shall not assign or transfer its rights under the Conditions without the prior written consent of AST TURBO USA INC.

14. Waiver and Severability

No failure, delay, relaxation or indulgence by AST TURBO USA INC. in exercising any power or right under these Conditions operates as a waiver of such a power or right. No single or partial exercise of any power or right prevents any other or future exercise of it or the exercise of any other right or power under the Conditions. If at any time any one or more of the provisions of these Conditions become invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions of these Conditions shall not be in any way impaired.

15. Confidentiality

All specifications, and other information furnished by AST TURBO USA INC. are proprietary to AST TURBO USA INC. and confidential. Such information has been developed at substantial expense and contains trade secrets that are the exclusive property of AST TURBO USA INC. Purchaser may not reproduce or distribute such information except to such of purchaser's employees who are required to have such information in order to perform their duties and agree, in writing, to keep such information confidential. All such information supplied by AST TURBO USA INC. except for information that (a) was generally available to the purchaser from public or published sources, provided publication did not take place in violation of these Conditions or through fault or omission of the purchaser, (b) was lawfully obtained from a source under no obligation of confidentiality, directly or indirectly, to either purchaser or the AST TURBO USA INC., or (c) was disclosed to the general public with the written approval of the AST TURBO USA INC. shall be received in confidence, and purchaser shall exercise due diligence and reasonable care to hold such information in confidence. This Section 15 shall survive the termination or expiration of these Conditions.

16. Governing Law and Arbitration

- a) These Conditions, and all the rights and duties of the parties arising from or relating in any way to the subject matter of these Conditions or the transaction(s) contemplated by it, shall be governed by, construed, and enforced in accordance with the law of the State of Texas, excluding any conflict of laws provisions of the State of Texas which would refer to and apply the substantive laws of another jurisdiction.
- b) 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 Dallas, Texas before one (1) arbitrator. The arbitration shall be administered by JAMS (Judicial Arbitration and Mediation Services, Inc.) pursuant to its Comprehensive Arbitration Rules and Procedures or, if eligible, pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. The arbitrator's decision shall be reduced to writing. Further, the award by the arbitrator shall be final and binding on the parties, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.
- c) Notwithstanding the immediately preceding Section 16.b, the parties expressly acknowledge and agree that either party may seek from a

court any interim or provisional relief, including, but not limited to, temporary or permanent injunctions, restraining orders, or a decree of specific performance that may be necessary to protect the rights of such party. The remedies provided in this Section 16 shall be cumulative and not exclusive and are in addition to any other remedies, which either party may have under these Conditions or applicable law.

17. Hold Harmless

"The customer shall fully indemnify, defend, and hold harmless AST and its affiliates, directors, employees, and agents from and against any and all claims, suits, damages, losses liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with any actual or alleged infringement of any intellectual property rights (including patents, copyrights, trademarks, and trade secrets) of any third party, in particular, but not limited to, those of the Original Equipment Manufacturer (OEMs), in connection with the use, sale, importation, distribution, or reproduction of the (Products/Services) provided under this Agreement and/or the information contained in any documents and manuals of such third parties."

18. Complete Agreement

These Conditions constitute the complete and exclusive statement of the agreement between the parties hereto. It supersedes all prior written and oral statements, including prior representations, statements, conditions, or warranties.