



Quotation
Spare Parts

Customer Name	CITY OF ROCHELLE
Customer Address	420 N 6TH ST ROCHELLE, IL 610681540 United States
Customer Contact	Ken Dougherty

Quote N.	Doc. Ref.	Quote Date
4015247911		17-NOV-11
Customer RFQ		RFQ Date
		11-NOV-11
O&G Point of Contact:	Ross, Jill M	
Telephone:	+1 (920) 237-4131	
Fax:		
E-Mail:	jill.ross@ge.com	
Copy to:	Joe Faron/Andy Jansen	Page: 1 of 16

Summary Information

Expiration Date	Delivery Terms	Shipping Term	Payment Terms
31-DEC-2011	To Be Determined	FCA Houston	NET 30 DAYS

Purchase Order should be issued to "GE Oil & Gas, Inc."

Starting April 28, 2008, purchase orders are required to contain the following elements:

1. Company letterhead or stamp.
2. Bill To & Ship To Address
3. Payment terms
4. Title Transfer terms (Such as Exworks Shipping Point)
5. Quantity, description, part number (if available), & price of each line item
6. Company contact information, along with buyer name and signature.
7. Date Purchase Order was originally issued including all revisions and revision dates
8. Shipping preference (coordinated by GE or customer provided transportation)
9. Freight payment (Prepaid & Add, Prepaid, or Collect)
10. Earliest and Latest Ship Date (as confirmed by GE Oil & Gas)
11. GE proposal number
12. PO addressed to either one of the following addresses:
 - GE Oil & Gas, Inc. - GE Oil & Gas, Inc.
 - 3300 Medalist Dr. - 4424 West Sam Houston Parkway North Suite 700
 - Oshkosh, WI 54902 - Houston, TX 77041

- All prices are quoted in US Dollars.
- GE Oil & Gas, Inc - General Terms and Conditions of Sale Apply.
- All Orders will be subject to applicable taxes, unless a Certificate of Exemption is attached to your Purchase Order.
- No Freight, Banking or Documentation Fees, Insurance or Legalization Document Fees are included in the quote.

Progress Billings and Payments are required on all orders over \$100,000 and must be agreed upon by both parties prior to order placement and acceptance. If the Standard scheduled progress billings are not acceptable, please contact us to discuss and arrange for possible optional progress billing cycles. Standard progress billings are 50% with order and 50% with shipment or offer to ship.

PLEASE NOTE: \$ 300.00 MINIMUM ORDER REQUIRED.

GE Oil & Gas-17619 Aldine Westfield
Houston, TX 77073



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PLEASE NOTE: LEAD-TIME IS IN WEEKS.
PLEASE NOTE: PARTIAL AND/OR EARLY SHIPMENTS WILL BE ALLOWED.

The salesman for your region is Joe Faron
Phone: 708-384-5200
Mobile: 630-240-4561
E-mail: joe.faron@ge.com
Fax: 920-303-8182

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Cust Line	O&G Line	Qty	UOM	O&G Material Code	O&G Material Description	Unit Serial No/Model No	Unit Price		Extended Amount	
							USD	USD	USD	USD
	1.1	1	EACH	TASK 19.01	Compressor Inspection	5335 / D24JM	16,800.00		16,800.00	
	2.1	1	EACH	TASK 19.02	Backplate repair * Excavate and blend indications NOTE: Depending upon depth of indications, weld repair may be necessary. If this happens, we will revise our proposal to include the extra fees for the weld repair.	5335 / D24JM	2,485.00		2,485.00	
	3.1	1	EACH	TASK 19.05	Bearing Housing repair * Machine oil baffle turn to a nominal size * Clean/tap all thread holes in preparation for assembly	5335 / D24JM	3,215.00		3,215.00	
	4.1	1	EACH	TASK 19.08	Coupling Repair * Hand dress teeth * NDT	5335 / D24JM	1,224.00		1,224.00	
	5.1	1	EACH	UNDEFINED	Impeller Repair * Lap impeller bore to achieve proper contact to shaft * Mandrel balance	5335 / D24JM	1,720.00		1,720.00	
	6.1	1	EACH	TASK 19.41	Shaft repair * Lap impeller turn	5335 / D24JM	6,310.00		6,310.00	



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							USD	USD	USD	USD
	7.1	1	EACH	TASK 19.39	<ul style="list-style-type: none"> * Undercut and plate journal bearing turns * Clean up locknut threads * Polish * Undercut and burninsh probe targets Rotate Element Assem	5335 / D24JM	3,700.00		3,700.00	
	8.1	1	EACH	UNDEFINED	Compressor Assembly <ul style="list-style-type: none"> * Prepare all parts for compressor assembly * Verify bearing housing and backplate alignment * Install discharge casing to backplate * Install seal housing to backplate * Install rotating element into machine * Install bearings and secure upper halves to hold rotor * Install thrust bearing * Install oil baffles * Install inlet nozzle to discharge casing * Set rotor position and adjust filler rings as needed * Install carbon rings in seal housing and secure end cover * Shim bearings for return shipment 	5335 / D24JM	29,120.00		29,120.00	



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							USD	USD	USD	USD
	9.1	1	EACH	UNDEFINED	* Install top half of bearing housing * Reconnect all vibe and temp monitoring equipment * Brace rotor for return shipment * Prep compressor for return shipment * Complete compressor build-book and ship with unit Bearing Repair * GEOG recommends the customer to place PO for spare bearings as quoted under proposal 1014537411. However, in an effort to meet planned startup date of the compressor, we are able to offer expedited repair of the bearings. Cost shown is estimated and subject to adders based on final repair scope.	5335 / D24JM	15,712.00		15,712.00	
	10.1	1	EACH	UNDEFINED	Air Baffle PN 16-236-824-001	5335 / D24JM	1,379.00		1,379.00	
	11.1	1	EACH	UNDEFINED	Inboard Oil Baffle PN 16-436-488-801	5335 / D24JM	3,325.00		3,325.00	
	12.1	1	EACH	16-436-495-801	OIL BAFFLE	5335 / D24JM	3,062.00		3,062.00	
	13.1	1	EACH	00-753-571-170	SEAL SHAFT GARLOCK #4304 4.505	5335 / D24JM	1,156.00		1,156.00	
	14.1	1	EACH	00-753-571-160	SEAL SHAFT GARLOCK #4304 3.005	5335 / D24JM	640.00		640.00	
	15.1	1	EACH	00-753-571-150	SEAL SHAFT GARLOCK #4304 3.505	5335 / D24JM	476.00		476.00	
	16.1	1	EACH	UNDEFINED	Thrust Collar PN 16-630-043-045	5335 / D24JM	5,712.00		5,712.00	
	19.1	1	EACH	16-236-796-002	LOCKNUT	5335 / D24JM	1,754.00		1,754.00	



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Cust Line	O&G Line	Qty	UOM	O&G Material Code	O&G Material Description	Unit Serial No/Model No	Unit Price		Extended Amount	
							USD	USD	USD	USD
	20.1	6	EACH	16-230-963-001	CAULKING STRIP		190.00		1,140.00	
							Total Amount		98,930.00	

NOTICE: Sale by Seller of any Parts, Products and/or Services is expressly conditioned on the Buyer's consent to these Terms and Conditions. Any additional or different terms proposed by Buyer are expressly objected to and will not be binding upon Seller unless specifically accepted to in writing by Seller's authorized representative. Any order for Parts, Products and/or Services, or any statement of intent to purchase Parts, Products and/or Services, or any direction to perform work followed by Seller's performance of work shall constitute assent to this Terms and Conditions.

1. DEFINITIONS

Unless otherwise defined in the Proposal or the Contract, the following terms shall have the following meanings throughout the Proposal or the Contract:

"Affiliate" with respect to a party means an entity (including without limitation any individual, corporation, partnership, limited liability company, association or trust) controlling, controlled by or under common control with that party.

"Airport of Export" means the airport of export named in the Proposal or the Contract in accordance with the Incoterms 2010.

"Buyer" means the entity to which Seller is providing Products, Parts or Services under the Contract.

"Commercial Operation Date" means that the Products are ready for Start-Up.

"Contract" means either the contract agreement signed by both Parties or the purchase order signed by Buyer and accepted by Seller in writing, for the sale or lease of Parts, Products and/or Services, together with these Terms and Conditions and any other documents incorporated therein by reference, such as relevant addenda under Article 15, the final quotation, the agreed scope(s) of work, any Seller's order acknowledgement, as well as any changes under Article 16.

"Contract Price" means the aggregate amount stated in the Contract for of the Products and Parts Price and the Services Price, and any adjustments to the same.

"Hazardous Materials" means any chemical, substance, material or emission, including H2S gas, that is or may be regulated, governed, listed or controlled pursuant to any international, national, federal, provincial, state or local statute, ordinance, order, directive, regulation, judicial decision or other legal requirement applicable to Site as a toxic substance, hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, pesticide, radioactive material, regulated substance or any similar classification, or any other chemical, substance, emission or material, including, without limitation, petroleum or petroleum-derived products or by-products, regulated, governed, listed or controlled or as to which liability is imposed on the basis of potential impact to safety, health or the environment pursuant to any legal authority of the United States ("U.S.") or the country of the Site.

"Parties" means collectively the Seller and the Buyer.

"Parts" means the spare parts, which Seller has identified in the Contract.

"Port of Export" means the port of export named in the Proposal or the Contract in accordance with the Incoterms 2010.

"Product and Parts Price" means the price to be paid by Buyer to Seller under the Proposal or any resulting Contract for the supply of the Products and Parts.

"Products" means all equipment, materials, supplies, products, and other goods (excluding Parts) supplied by Seller to Buyer under the Contract.

"Proposal" means the formal offer together with the technical specification and any mutually agreed amendments or modifications thereto which may be offered by Seller to Buyer, to which these Terms and Conditions for Sale are attached.

"Seller" means the entity which is part of the General Electric Group, issuing the Proposal and signing the Contract, and its successors and permitted assigns.

"Services" means all the services, including technical assistance, training, repairs, etc., to be provided by Seller under the Contract.

"Services Price" means the price to be paid by Buyer to Seller under the Proposal or any resulting Contract for the Services.

"Site" means the premises where Parts or Products are used or Services are performed, not including Seller's premises from which it performs remote Services.

"Start-Up" means the starting activities to be carried out by Buyer not later than thirty (30) days from the Seller's written notification that the Products are ready for start-up, unless the start-up is delayed for reasons attributable to Seller.

"Terms and Conditions" means these Terms and Conditions for Sale of Products and Services.

2. PAYMENT

2.1 Except as otherwise provided in the Contract, Buyer shall pay Seller all invoiced amounts in U.S. dollars and without any set-off whatsoever (including, without limitation, setoff under other contracts with Seller or its affiliates). Seller shall be entitled to payment of all charges associated with Seller's performance of Services and/or delivery of Products. For each Contract with a price of less than U.S. \$100,000 and upon Seller approving credit, Buyer shall pay Seller all invoiced amounts in U. S. dollars within 30 days from date of invoice. For each Contract with a price of U.S. \$100,000 or more and upon Seller approving credit, progress payments of the Contract Price shall be as set forth in the Proposal. Buyer shall pay Progress Payments within 30 days from date of invoice.

2.2 In addition to other remedies under the Contract, Buyer shall pay interest to Seller, at the rate of one and one-half percent (1-1/2%) per month (or any fraction thereof), not to exceed the lesser of eighteen percent (18%) per annum or the maximum amount permitted by applicable law, on all amounts not timely paid in accordance with the Contract.

2.3 If Buyer does not correct such failure in the manner and time satisfactory to Seller, then Seller may, at its option, terminate the Contract in respect to

the portion of the Products not delivered and Services not yet performed. Except in the case of bankruptcy, Buyer shall pay Seller its reasonable and proper termination charges in the event of such termination.

2.4 If Buyer's financial condition at any time does not justify continuation of the work to be performed by Seller on the terms of payment set forth above, Seller may require full or partial payment in advance, request additional forms of payment security, or shall be entitled to terminate the Contract. If Buyer becomes bankrupt or insolvent, or if any proceeding is brought against Buyer, voluntarily or involuntarily, under the bankruptcy laws or any insolvency laws, Seller shall be entitled to terminate the Contract. Buyer shall pay Seller its reasonable and proper termination charges in the event of such termination.

2.5 Upon request from Seller, Buyer shall establish acceptable payment security in the form of an irrevocable, unconditional, sight letter of credit or bank guarantee allowing for pro-rata payments for partial Product deliveries, Services, storage, export shipment, price adjustments, cancellation or termination, and all other payments due from Buyer under the Contract subsequent to down payments ("Payment Security"). The Payment Security shall be (a) issued or confirmed by a bank that is acceptable to Seller, (b) payable at the counters of such acceptable bank or negotiating bank, (c) opened sixty (60) days prior to the earliest scheduled Products shipment or commencement of Services and (d) remain in effect until the latest of ninety (90) days after the latest scheduled Products shipment or completion of Services or final payment has been received. Buyer shall pay all banking charges including confirmation as well as all costs of extending Payment Security, when required. Seller will not begin performance until the Payment Security has been accepted by the Seller and has become operative. Buyer will increase the amounts and/or extend the validity period(s) and make appropriate modifications to any Payment Security within five business days of Seller's notification that such increase or extension is necessary to provide for payments becoming due. Seller shall be entitled to a day for day extension of the Contract schedule for each day delay in receiving Progress Payments or Payment Security acceptable to Seller.

2.6 All the payments due shall be made, in any case, on the appointed dates, even if the Products cannot be delivered for reasons not ascribable to Seller and/or in consequence of a cause of Force Majeure suffered by Buyer. The notice that the Products are ready for shipment will replace the shipping documents to all intents and purposes, including the beginning of the warranty period. It is understood and agreed that all the extra costs arising from the change in the dates stated in the Contract for the reasons mentioned above shall be borne by Buyer.

3. TAXES AND DUTIES

3.1 Seller shall be responsible for, and shall pay directly, any and all corporate and personal income taxes imposed on Seller and its employees by the legislation of the country of incorporation of Seller and/or performance of the work and related to the execution of the Contract (the "Seller Taxes"). Seller Taxes do not include any tax imposed by the country where the Services are rendered and/or Parts or Products will be installed that are levied on the scope of work performed outside such country.

3.2 If Buyer deducts or withholds Seller Taxes from the Contract Price, for each deducted or withheld amount of Seller Taxes, Buyer shall provide Seller, within one (1) month from payment, with the official receipt issued by the appropriate governmental authority to which the Seller Taxes have been paid. If Buyer fails to provide the applicable official receipt within the specified time, Buyer shall refund to Seller an amount equal to the amount withheld. Buyer shall be responsible for, and shall pay directly when due and payable, any and all Buyer Taxes, as defined below, and all payments due and payable by Buyer to Seller under this Contract shall be made in the full amount of the Contract Price.

3.3 If Buyer fails to comply with the legislation of the country where the Services are rendered and/or Parts or Products delivered, Buyer will indemnify Seller for any cost, risk and responsibility including, but not limited to, fees, taxes, duties, charges, penalties, legal expenses, and interest which Seller might suffer as a result of Buyer's breach in compliance.

3.4 "Buyer Taxes" means all taxes, duties, fees, or other charges of any nature (including, but not limited to, ad valorem consumption, excise, franchise, gross receipts, import, export, license, property, sales, stamp, storage, transfer, turnover, use, or value-added taxes, and any and all items of withholding, deficiency, penalty, addition to tax, interest, or assessment related thereto), imposed by any governmental authority of any country due to the execution of this Agreement other than Seller Taxes.

3.5 If the law of the country where the Services are rendered and/or Parts or Products delivered, or the law of the country of incorporation of Buyer, requires the Contract to be subject to stamp duty, fee, or registration with any local authority, Buyer will be responsible of the required formalities and bear the related costs. Buyer shall return to Seller a copy of the registration certificate or a registered copy of the Contract within ten (10) days from the due date provided by the above-mentioned laws to apply for the fee, duty or registration.

3.6 If Buyer benefits from any tax, fee or duty exemption applicable to the Seller and its sub-contractors, Buyer agrees to provide Seller, without charge, before the execution of the contract with documentation acceptable to the taxing or customs authorities supporting the tax, fee or duty exemption and with instructions for Seller and its sub-contractors about the procedure to apply for the exemption.

3.7 Should the Seller be refused to have the right to apply for the tax, fee or duty exemption, or should the Buyer not send the Seller such documentation, the Seller shall invoice and the Buyer shall pay forthwith unconditionally the applicable tax, fee or duty.

3.8 Buyer will promptly notify in writing Seller about the revocation, expiry or any other change to any exemption. If such notification is late or does not occur, the Buyer shall compensate the Seller for any tax, duty, fee and fine, penalties, interest and court or administrative costs assessed against or incurred by Seller.

3.9 The Contract Price does not include any tax, duty, fee, or charge, including but not limited to VAT, GST and other sales, turnover, consumption or service taxes, or corporate income tax levied by any governmental authority other than the Seller's country of incorporation. Therefore if any taxes or similar imposts

are applied, they will be added to the Contract Price.

4. DELIVERY, TITLE TRANSFER, RISK OF LOSS, STORAGE

4.1 Unless otherwise provided for in the Contract, for shipments that do not involve export, Seller shall deliver Products to Buyer FCA Seller's facility, place of manufacture or warehouse (Incoterms 2010). For export shipments, Seller shall deliver Products or Parts to Buyer FOB Port of Export in case of transportation by sea, or FCA Airport of Export loaded in case of transportation by air or CPT Seller's facility in case of transportation by rail or road (Incoterms 2010). Except for those obligations expressly set forth in the applicable Incoterms 2010, Seller shall not be liable in any claim asserted by Buyer with respect to delivery. The delivery date (the "Delivery") for any item of the Products and Parts is defined as the date on which such item of the Products and Parts is delivered in accordance with this Article. Partial deliveries will be permitted. If Parts or Products delivered do not correspond in quantity, type or price to those itemized in the invoice for the shipment, Buyer will so notify Seller within ten (10) days after Delivery. Seller may deliver any or all Parts and/or Products in advance of the delivery schedule. Delivery times are approximate and are dependent upon prompt receipt by Seller of all materials, payment security and information necessary to proceed with the work without interruption.

4.2 Title to each Product or Parts shall pass to Buyer upon Seller's completion of its delivery obligations pursuant to INCOTERMS 2010. Title to Products or Parts to be shipped from the United States of America ("U.S.") shall pass from Seller to Buyer immediately after each item departs from the territorial land, seas and overlying airspace of the United States. For this purpose, the Parties acknowledge that the territorial seas of the United States extend to twelve nautical miles from the baseline of the country determined in accordance with the 1982 United Nations Convention of the Law of the Sea. Notwithstanding the above title to Products or Parts shipped from countries different from Seller's country of incorporation shall pass to Buyer immediately after any such Products or Parts departs from the territorial lands, waters and skies of the country of export. Title to Services shall pass to Buyer as performed. Seller shall be responsible for risk of loss to the Products or Parts up to the Delivery, except that for export shipments from the U.S., risk of loss shall transfer to Buyer upon title passage.

4.3 Where Buyer is responsible for export clearance, Buyer must give evidence of shipment of goods outside the European Union territory by returning to Seller the original copy of the customs export declaration (e.g. European SAD - Single Administration Declaration) within ten (10) days from the Delivery and/or the MRN (Movement Reference Number) code as soon as available, before the 10 day period. If Buyer fails to provide the required documents within the time specified, Seller shall invoice Buyer the applicable value added tax (VAT), fines, interests and penalties.

4.4 Where Buyer is responsible for shipment of Parts or Products inside the European Union territory, but outside Seller's country of incorporation, Buyer must give evidence of shipment by returning to Seller within ten (10) days from the Delivery any appropriate document to demonstrate that the Parts or Products have been transported and delivered to the customer in the EU country of destination. If Buyer fails to provide the required documents within the 10 day period, Seller shall invoice Buyer the applicable value added tax (VAT), fines, interests and penalties.

4.5 If any of the Products or Parts cannot be shipped to Buyer in accordance to the delivery terms agreed due to any cause not attributable to Seller, upon notice to Buyer, Seller may ship such Products or Parts to storage. If such Products or Parts are placed in storage, including storage at the facility where manufactured, the following conditions shall apply: (a) any amounts otherwise payable to Seller upon delivery or shipment shall be invoiced by Seller and payable upon presentation of certification as to cause for storage (letter of credit if any shall allow payments upon presentation of notice to storage instead of transport documents); (b) all expenses incurred by Seller, such as for preparation for and placement into storage, handling, inspection, preservation, insurance, storage, removal charges and any taxes shall be reimbursed by Buyer upon submission of Seller's invoices; and (c) when reasonably possible and upon payment of all amounts due hereunder, Seller shall resume delivery of the Products or Parts to the originally agreed point of delivery. Risk of loss shall pass when Products or Parts are delivered at the agreed point. In the event the storage period extends for longer than seventy-five (75) days the Parties shall reconvene to agree on the schedule to reach delivery.

4.6 Buyer shall bear the sole risk of loss for Buyer's equipment during the Contract term, whether at Site, Seller's facility or in transit from Seller's facility. If repair Services are to be performed on Buyer's equipment at Seller's facility, Buyer shall be responsible for transporting the equipment to and from Seller's facility and Buyer shall retain title at all times.

5. EXCUSABLE DELAYS

5.1 Seller shall not be liable or be considered to be in breach or default of its obligations under the Contract to the extent that performance of such obligations is delayed or prevented, directly or indirectly, due to causes beyond its reasonable control, including, but not limited to, (i) acts of God, acts (or omissions) of governmental authorities, fires, severe weather conditions, earthquakes, strikes or other labor disturbances, floods, risk of kidnapping, war (declared or undeclared), armed conflict, acts or threats of terrorism, epidemics, civil unrest, riot, delays in transportation, or car shortages; or (ii) acts (or omissions) of Buyer or Buyer's suppliers or agents, including failure to promptly: (a) provide Seller with information and approvals necessary to permit Seller to proceed with work immediately and without interruption, (b) comply with the terms of payment, or (c) provide Seller with such evidence as Seller may request that any export or import license or permit has been issued (if such is the responsibility of the Buyer), or (iii) shipment to storage under Article 4 or (iv) inability on account of causes beyond the reasonable control of Seller to obtain necessary materials, necessary components or services. Seller shall notify Buyer in the event of any such delay. The delivery or of performance date shall be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of such delay. Seller shall notify Buyer, as soon as practicable, of the

revised delivery date. If Seller is delayed by acts (or omissions) of Buyer, or by the prerequisite work of Buyer's other contractors or suppliers, Seller shall also be entitled to an equitable price adjustment.

5.2 If delay excused by this Article extends for more than ninety (90) days and the Parties have not agreed upon a revised basis for continuing the work at the end of the delay, including an equitable price adjustment, then either Party (except where delay is caused by acts or omissions of a Party, in which event only the Party not committing the acts or omissions), upon thirty (30) days written notice, may terminate the Contract with respect to the unexecuted portion of the work, whereupon Buyer shall promptly pay Seller its termination charges determined in accordance with Seller's standard accounting practices upon submission of Seller's invoices therefore.

6. COMPLIANCE WITH LAWS, CODES AND STANDARDS

6.1 The Contract Price is based on Seller's design, manufacture, testing and delivery of the Products, Parts and Services pursuant to (i) its design criteria, manufacturing processes and procedures and quality assurance program, (ii) those portions of industry specifications, codes and standards in effect as of the date of Seller's Proposal to Buyer which Seller has deemed applicable to the Products, (iii) the United States Federal, State and local laws, the local laws of the country of manufacturing of the Products or Parts or of the place of incorporation of Seller and any regulations or rules in effect on the date of Seller's Proposal to Buyer and (iv) any mutually agreed upon specification.

6.2 The Contract Price and Delivery will be equitably adjusted to reflect additional costs incurred by Seller resulting from (i) a change in applicable laws, rules, standards and regulations described in Article 6.1(ii) or Article 6.1(iii) after the date of Seller's proposal to Buyer which affect the Products, Parts and/or Services and (ii) changes required to comply with regulatory or industrial requirements in the country where the Products and Parts will be installed or the Services will be rendered. Buyer shall advise Seller of requirements affecting the Products, Parts and/or Services resulting from the applicability of any laws, rules or regulations in the location where the Products or Parts will be installed or the Services will be rendered. Reasonable adjustments will be made to the Delivery, performance evaluation criteria and performance dates as may be appropriate to comply with the foregoing.

6.3 Buyer agrees not to re-export United States origin goods supplied by Seller contrary to the export control laws of the United States and European Union, as may be amended.

6.4 In the event of any change to any applicable law, regulation, rule, trade control, governmental decree, standard or otherwise ("Law"), at any time after Seller's proposal or the effective date of this Agreement which shall have the effect of (i) placing Seller in breach of such Law or (2) makes Seller's execution of its obligations unreasonably burdensome or economically unbalanced, Seller shall have the right to withdraw its proposal or terminate the Contract without any liability.

6.5 The Products and Parts sold hereunder are not intended for application (and shall not be used) in connection with any nuclear installation or activity and Buyer warrants that it shall not use the Products or Parts for such purposes, or permit others to use or permit others to use the Products or Parts for any such purposes. If, in breach of the foregoing, any such use occurs, Seller shall have no liability for any nuclear or other damage, injury or contamination, and Buyer shall indemnify Seller, its affiliates and suppliers of every type and tier against any such liability, whether arising as a result of breach of contract, warranty, indemnity, tort (including negligence), strict liability or otherwise.

6.6 Notwithstanding any other provisions herein, Buyer shall be responsible for timely obtaining of any required authorization, such as an export license, import license, foreign exchange permit, work permit or any other governmental authorization, even though any such authorization may be applied for by Seller. Buyer and Seller shall provide each other reasonable assistance in obtaining required authorizations. Seller shall not be liable if any authorization is delayed, denied, revoked, restricted or not renewed and Buyer shall not be relieved thereby of its obligations to pay Seller for the work.

6.7 Seller acknowledges that, in connection with the performance of this Contract, the import and customs laws and regulations of the country in which Seller's facility is located apply to the furnishing and shipment of the Products, materials and any components thereof. In case any of Products or Parts, which are to be exported outside of the United States and/or European Union by Seller, are considered, or are likely to be considered by the relevant authorities as "dual use", Buyer shall or shall cause the end user of the products, where such products are destined to be installed and/or used, to provide Seller, immediately upon its request, with an "End User Statement" in accordance with the relevant legal requirements as applicable at the time. In case of delay in providing such "End User Statement" Seller shall not be liable to Buyer for any delay and shall not be considered in breach or in default of any of its obligations under the Contract.

6.8 For direct and indirect U.S. government contracts and/or contracts funded in whole or in part by the American Recovery and Reinvestments Act (ARRA) only, all Products and Services provided by Seller shall be considered "commercial items" as defined in FAR Part 2, 2.101 (as of January 1, 2010) and in accordance with FAR 52.244-6. To the full extent permitted under FAR Part 12, the terms and conditions of FAR 52.212-4 are replaced by the Terms and Conditions set forth in this Contract. Therefore, no governmental contracting provisions, standards or requirements, including without limitation those relating to cost accounting and the Truth-in-Negotiations Act, shall apply except those expressly accepted in writing by Seller. If the reasonableness of the price cannot be established, if cost or pricing data is required for any other reason, or if Products or Services cannot be considered "commercial items" or if the Contract is funded in whole or part by ARRA funds and Buyer has not so notified Seller in writing prior to Seller agreeing to the transaction, Seller may cancel the Contract without liability and be reimbursed for work performed to date.

7. WARRANTY

7.1 Seller warrants to Buyer that (i) the Products and/or Parts shall be free from defects in material, workmanship and title and (ii) the Services shall be performed in a competent, diligent manner in accordance with any mutually agreed specifications. Unless Seller expressly agrees otherwise in writing, any items not manufactured by Seller (including incidental materials and consumables used in the Services) shall carry only the warranty that the original manufacturers provide, and Seller gives no warranty on behalf of the manufacturers of such items.

7.2 Unless otherwise stated in the Contract, the warranty period for each item of the Products (excluding Parts) shall be twelve (12) months from the date of Start-Up or eight thousands and six hundreds (8,600) running hours or eighteen (18) months from the date Delivery, or from the date of notice of the Products being ready for shipment, in the event such Delivery cannot take place for reasons not ascribable to Seller, whichever occurs earlier. Unless otherwise stated in the Contract, the warranty period for Services shall be one (1) year after the performance of the Service. Unless otherwise stated in the Contract, the warranty period for Parts will be eighteen (18) months after Delivery or twelve (12) months after installation, whichever occurs first. For purposes of the Terms and Conditions, the warranty period stated for Products, Parts and/or Services shall be referred to as the "Warranty Period", as applicable

7.3 If a failure to meet any warranty set forth in Article 7.1 appears within the Warranty Period, Buyer shall promptly notify Seller in writing and promptly make the component available for correction. Seller, at its expense, shall thereafter correct any warranty defect by, at its option, (i) re-performing the defective Services, (ii) repairing the defective Product, Parts or components or (iii) by making available necessary replacement Parts or components in accordance with original delivery term and Seller shall reimburse Buyer for any reasonable and evidenced transportation costs. Seller shall not be responsible for removal or replacement of systems, structures or other parts of Buyer's facility. If a defect in each of the Products, Parts or component cannot be corrected by Seller's reasonable efforts, the Parties will negotiate an equitable adjustment in price with respect to such Product, Parts or component. Any repair, replacement or reperformance by Seller hereunder shall not extend the applicable warranty period. Seller shall have no liability for defects that arise after the warranty period has expired. All decontamination work necessary for the correction of defects shall be performed by Buyer at Buyer's expense. The condition of any tests shall be mutually agreed upon and Seller shall be notified of and may be represented at, all tests that may be made.

7.4 Seller does not warrant the Products, Parts or any repaired or replacement parts against normal wear and tear including that due to environment or operation, including excessive operation at peak capability, frequent starting, type of fuel, detrimental air inlet conditions or erosion, corrosion or material deposits from fluids or which has been involved in an accident. The warranties and remedies set forth herein are further conditioned upon (i) the proper storage, installation, operation, and maintenance of the Products, Parts and conformance with the operation instruction and installation (TPI) manuals (including revisions thereto) provided by Seller and/or its subcontractors, as applicable and (ii) repair or modification pursuant to Seller's instructions or approval. Seller does not warrant any equipment or services of others designated by Buyer where such equipment or services are not normally supplied by Seller.

7.5 In the event the Products include DLN combustion systems ("DLN Units"), Buyer shall during the scheduling of any site activities, provide adequate time to perform the system mapping and all the tuning operations required by the DLN Unit prior to such units being operated above seventy-five percent (75%) of full load or as specified in the Seller's manuals. Buyer acknowledges that Seller is not liable, and therefore waives any claims against Seller, arising out of or related to the operation of any DLN Units without a combustion system mapping and/or with tuning performed after reaching the limits indicated in Seller's manuals.

7.6 The preceding paragraphs of this Article 7 set forth the exclusive remedies for all claims based on failure of or defect in the Products, Parts or Services provided under the Contract, whether the failure or defect arises before or during the Warranty Period and whether a claim, however instituted, is based on contract, indemnity, warranty, tort/extracontractual liability(including negligence), strict liability or otherwise. **The foregoing warranties are exclusive and are in lieu of all other warranties, conditions and guarantees whether written, oral, implied or statutory. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.**

8. INTELLECTUAL PROPERTY

8.1 Seller agrees to indemnify and hold harmless Buyer from any rightful claim of any third party that the Products or any Parts manufactured by Seller and furnished hereunder infringes any patent of the United States or national patent resulting from the grant by the European Patent Office upon termination of any opposition procedure, provided that: (a) Buyer promptly notifies Seller in writing of any such Claim; (b) Buyer makes no admission of liability and does not take any position adverse to Seller regarding such claim and gives Seller sole authority, at Seller's expense, to direct and control all defense, settlement and compromise negotiations; and (c) Buyer provides Seller with full disclosure and assistance that may be reasonably required to defend any such claim.

8.2 Seller shall have no obligation or liability with respect to any claim based upon: (a) any Products, Parts or Services that have been altered, modified, or revised; (b) the combination, operation, or use of any Products, Parts or Services with other products or services when such combination is part of any allegedly infringing subject matter; (c) failure of Buyer to implement any update provided by Seller that would have prevented the claim; (d) unauthorized use of Products, Parts or Services, including, without limitation, a breach of the provisions of the Contract; or (e) Products, Parts or Services made or performed to Buyer's specifications.

8.3 Should any Product, Parts or Service, or any portion thereof, become the subject of a claim, Seller may at its option (a) procure for Buyer the right to continue using the Product, Part or Service, or portion thereof, (b) modify or replace it in whole or in part to make it non-infringing, or (c) failing (a) or (b), take back Products, Parts or Services and refund any fees received by Seller attributable to the infringing Product, Part or Service.

8.4 The foregoing states Seller's entire liability for indemnifications for intellectual property rights infringement, for Products, Parts and Services. Buyer

waives any moral rights.

8.5 Notwithstanding the foregoing, with respect to any Products, Parts or Services, or portions thereof, which are not manufactured/developed by Seller, only the indemnity of the manufacturer/developer, if any, shall apply.

8.6 Each Party shall retain ownership of all Confidential Information and intellectual property it had prior to the Contract. All intellectual property conceived, created, or provided by Seller, whether alone or with any contribution from Buyer or its personnel, shall be owned exclusively by Seller. For example, Seller shall own exclusively all rights in ideas, inventions, works of authorship including derivative works, strategies, plans, data, and other intellectual property created in or resulting from the Contract, including but not limited to all patent rights, copyrights, moral rights, rights in proprietary information, database rights, trademark rights and other intellectual property rights. To the extent that Buyer may acquire any right or interest therein, Buyer irrevocably assigns all such right and interest exclusively to Seller and agrees to execute assignments and other documentation as necessary to achieve that result. Nothing in this Contract shall be deemed to grant a license directly or by implication, estoppel, or otherwise, to any such intellectual property, although the Parties may provide for such a license in a separate written agreement.

9. INDEMNITY AND LIMITATION OF LIABILITY

9.1 Seller hereby agrees to indemnify and hold harmless Buyer from any physical damage to property of third parties or injury to persons, including death, to the extent resulting directly from the negligence of Seller or its officers, servants, agents, employees, and/or assigns while engaged in activities under this Contract. Buyer shall likewise indemnify and hold harmless Seller from any physical damage to property of third parties or injury to persons, including death, to the extent resulting directly from the negligence of Buyer, its officers, servants, agents, employees, and or assigns, while engaged in activities relating to this Contract. In the event such damage or injury is caused by the joint or concurrent negligence of Seller and Buyer, the loss shall be borne by each party in proportion to its negligence. For purposes of Seller's indemnity responsibility under this Article 9.1, no portion of the Buyer's Equipment, facility or the Site is considered third party property.

9.2 Except in the case of Services, the total liability of Seller for all claims of any kind, whether in contract, warranty, indemnity, tort/extracontractual liability (including negligence), strict liability, or otherwise, arising out of or relating to the performance or breach of the Contract or use of any Part or Product, shall not exceed the Product and Parts Price allocable to the Product and/or Parts giving rise to the claim. The total liability of Seller for all claims of any kind whether in contract, warranties, indemnity, tort/extracontractual liability (including negligence), strict liability, or otherwise, arising out of or related to any Services shall not exceed the Service Price. All liability of Seller under this Contract shall terminate upon expiration of the Warranty Period as defined in the Contract or any agreed extension thereof.

9.3 In no event, whether as a result of breach of contract, warranty, indemnity, tort/extra contractual liability (including negligence), strict liability, or otherwise, shall Seller or its subcontractors or suppliers be liable for loss of profit or revenues, loss of use of the Product, Parts or any associated equipment, cost of capital, cost of substitute equipment, facilities, services or replacement power, downtime costs, claims of Buyer's customers for such damages, or for any special, consequential, incidental, indirect or exemplary damages.

9.4 If Buyer is furnishing Seller's Parts, Products or Services to a third party by contract or using Seller's Parts, Products or Services at a facility owned by a third party, Buyer shall obtain from such third party a provision affording Seller the protection of this Article and shall, in any event, indemnify and hold Seller harmless for and against any liability arising out of claims made by the third party in excess of the limitations and exclusions provided in this Contract.

9.5 If Seller furnishes Buyer with advice or activities concerning any Products or Services which is not required pursuant to the Contract specification, the furnishing of such advice or activities will not subject Seller to any liability, whether in contract, warranty, indemnity, tort (including negligence), strict liability or otherwise.

9.6 Except to the extent Seller has responsibility under article 7 "Warranty", Buyer waives rights of recovery against Seller, whether Buyer's claim is brought under breach of contract, warranty, indemnity, tort (including negligence), strict liability or otherwise, for loss or damage to property of Buyer.

9.7 For the purposes of this Article, the term "Seller" shall mean Seller, its affiliates, subcontractors and suppliers of any tier, and their respective agents and employees, whether individually or collectively.

9.8 The provisions of this Article shall prevail over any conflicting or inconsistent provisions contained in any of the documents comprising this Contract, except to the extent that such provisions further restrict Seller's liability.

10. DISPUTE RESOLUTION

10.1 In the event of any dispute arising out of or in connection with the present Contract the parties agree to submit the matter to settlement proceedings under the ICC ADR Rules, which Rules are deemed to be incorporated by reference into this Article. If the dispute has not been settled pursuant to the said Rules within sixty (60) days following the filing of a Request for ADR or within such other period as the parties may agree in writing, such dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules of Arbitration. The seat, or legal place, of the arbitration shall be Houston, Texas. The language to be used in the mediation and in the arbitration shall be English.

11. GOVERNING LAW

11.1 This Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict or choice of laws rules (the "Governing Law").

12. HEALTH AND SAFETY MATTERS

12.1 General Requirements. At all times Buyer shall comply with applicable laws and shall take all other necessary and required actions for the health and safety of Seller's personnel at Buyer's Site. This includes, but is not limited to, instruction of Buyer's safety practices, proper and safe handling of Hazardous Materials, protection of Seller's personnel from exposure thereto, energization / de-energization of all power systems (electrical, mechanical and hydraulic) using a safe and effective lock-out tag procedure, communication of information necessary for Seller's personnel to work in a safe and legally compliant manner while present at Buyer's Site, including supplying relevant material safety data sheets (MSDS), job hazard analyses, and industrial hygiene monitoring results, where appropriate, and conducting periodic safety meetings during construction and start-up. Seller may at any time conduct safety audits to insure safe conditions exist. Neither the conduct or non-conduct of safety audits nor the making of any recommendation by Seller shall relieve Buyer of the responsibility to provide a safe place to work. Buyer shall provide Seller's copies of any applicable safety policies, work instructions, rules, procedures or practices in advance of the commencement of work at Buyer's Site.

12.2 Medical Treatment and Transport from Buyer Controlled or Offshore Site. If Seller personnel require first response medical attention while at Buyer's Site or working offshore, Buyer shall provide appropriate medical care consistent with international industry standards, including medical transport, where necessary, for emergency or urgent medical examination or treatment to a suitable medical services provider. For offshore work, Buyer shall be responsible for the medical evacuation of Seller's personnel from the offshore Site or installation to the departure point on the mainland or Buyer's designated medical services, provided, hospital or health care center. Buyer's provision for the medical evacuation of Seller's personnel shall cease upon their arrival at the designated medical services provider, hospital or health care center. In the interests of clarity and for the avoidance of all doubt, the Seller shall be solely responsible for arranging any and all medical examinations and/or treatment and/or any further medical evacuation to other healthcare facilities on the mainland or overseas and/or any subsequent repatriation of Seller personnel back to their point of origin. Buyer shall have in place during the term of this Contract suitable arrangement with a competent person to carry out such medical emergency evacuation. Notwithstanding the foregoing, the Seller may, after prior consultation with the Buyer's representative, make its own arrangements to evacuate any Seller personnel from the departure point on the mainland (or other suitable onshore location) to another location for medical treatment. The Seller shall be reimbursed by the Buyer at documented cost.

12.3 Excusable Delay for Unsafe Conditions. If Seller reasonably believes, in good faith, that the safety, health or security of its personnel is being or is likely to be placed at unreasonable risk due to any conditions, circumstances or practices at the Site including without limitation to local conditions, war (declared or undeclared), armed conflict or threatened conflict, civil unrest, terroristic acts or threats, kidnapping risk, the inability to obtain adequate security protections, or threat to the safety or well being of the Site, Seller may, in addition to other rights and remedies available to it, remove some or all of its personnel from the Site, suspend performances of all or any part of the Contract, and/or evacuate its personnel. In such event, Seller shall communicate its concerns to Buyer's representatives. In the event of an evacuation, Buyer shall provide said evacuation. Any delay that results from the foregoing shall be considered to be an Excusable Delay.

12.4 Maximum Working Hours. Seller's personnel shall not be required to work in excess of maximum time periods prescribed by applicable law.

12.5 Asbestos. While performing work at Buyer's Site, Seller's personnel shall not be required to handle any asbestos containing materials (ACM), abate asbestos in equipment, or work in the presence of ACM materials that pose a reasonable health risk. If such conditions are present, the provisions of Article 13.2 shall apply.

12.6 Personal Protective Equipment. Seller shall provide standard Personal Protection Equipment (PPE) for its employees in accordance with relevant legal requirements. Such equipment shall include safety glasses and goggles, safety shoes/boots, hardhat, hearing protection, work gloves, and high visibility anti-flame coveralls. Other PPE or safety equipment if determined necessary by Buyer or through risk assessment for the scope of work will be provided by Buyer. Buyer approved survival suits shall be provided by Buyer and worn by all personnel during helicopter flights to and from the offshore work when required.

12.7 Communication of Applicable Legal Requirements. If Seller's work at Buyer's Site is subject to local, state or national legal requirements that are not reasonably available or ascertainable, Buyer shall notify Seller in writing and furnish copies of such legal requirements it reasonably understands applies to the work.

12.8 Security. When Seller's personnel are performing services on Buyer's Site; Buyer shall take all necessary precautions for their security. Seller's personnel shall comply with Buyer's Site security requirements communicate to Seller.

13. DIFFERING SITE CONDITIONS; HAZARDOUS MATERIALS

13.1 Differing Site Conditions. Seller shall promptly and, if feasible, before such conditions are disturbed, notify Buyer in writing of unknown physical conditions at the Site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in the work of the character provided for in the Contract. Buyer shall promptly investigate the conditions. If it is determined that such conditions do materially differ and cause an increase in Seller's cost of, or the time required for, performance of any part of the work under the Contract, an equitable adjustment in price and time of performance shall be made and the Contract modified in writing accordingly.

13.2 Responding to Hazardous Materials. If Seller encounters Hazardous Materials at the Site, which require special handling and/or disposal, Buyer shall immediately take whatever precautions are required to legally eliminate or minimize such hazardous conditions so that the work under the Contract may safely proceed, including but not limited to, providing specialized training, equipment and alarms, consistent with legal requirements and international industry. Seller shall provide personal monitoring alarms. If such Hazardous Material cause an increase in Seller's cost of or the time required for performance of any part of the services, an equitable adjustment shall be made in the contract price and time of performance.

13.3 Responsibility for Hazardous Materials. Buyer agrees to assume full responsibility and properly manage, transport and dispose in accordance with applicable legal requirements of all Hazardous Materials and packing produced or generated in the course of Seller's work at the Site.

13.4 Hazardous Materials Transportation. Buyer shall be responsible for the receipt and transportation of materials and equipment, including material subject to hazardous materials transportation regulatory requirements, between the Buyer's nominated supply base or such other location as mutually agreed between the Parties, and Buyer's Site. At the conclusion of the work performed by Seller's personnel, Buyer shall be responsible at its cost to manage and transport any surplus materials that would be considered Hazardous Materials under applicable requirements.

13.5 Decontamination of Equipment. Buyer shall assume responsibility for decontaminating any equipment of Hazardous Materials prior to shipment to Seller's designated facility.

13.6 Naturally Occurring Radioactive Material (NORM). Prior to its shipment or return to Seller, Buyer shall de-contaminate any of its owned or rented tools, or any Seller furnished equipment, tools or supplies brought to the job Site, that have been used for production, exploration or production testing and become contaminated with NORM. If Seller receives equipment from Buyer that has been contaminated with NORM, Buyer shall be responsible for all costs of de-contamination.

13.7 Indemnification for Hazardous Materials. Buyer shall indemnify Seller for any and all claims, damages, losses, causes of action, demands, judgments and expenses arising out of or relating to (i) the presence of any Hazardous Materials which are present on the Site prior to the commencement of Seller's work or (ii) improperly handled or disposed of by Buyer or its representatives or (iii) brought on to the Site or produced thereon by parties other than Seller.

14. CONFIDENTIALITY

14.1 In connection with the Contract, Seller and Buyer (as to information disclosed, the "Disclosing Party") may each provide the other party (as to information received, the "Receiving Party") with Confidential Information. "Confidential Information" means (a) all pricing for Parts, Products and Services, (b) all information that is designated in writing as "confidential" or "proprietary" by Disclosing Party at the time of written disclosure, and (c) all information that is orally designated as "confidential" or "proprietary" by Disclosing Party at the time of oral disclosure and is confirmed to be "confidential" or "proprietary" in writing within ten (10) days after oral disclosure. The obligations of this Article shall not apply as to any portion of the Confidential Information that: (i) is or becomes generally available to the public other than from disclosure by Receiving Party, its representatives or its affiliates; (ii) is or becomes available to Receiving Party or its representatives or affiliates on a non-confidential basis from a source other than Disclosing Party when the source is not, to the best of Receiving Party's knowledge, subject to a confidentiality obligation to Disclosing Party; (iii) is independently developed by Receiving Party, its representatives or affiliates, without reference to the Confidential Information; (iv) is required to be disclosed by law, a valid legal process or a government agency; (v) is approved for disclosure in writing by an authorized representative of Disclosing Party or (vi) Seller discloses to its financial advisors for analytical purposes, provided that such financial advisors are subject to an obligation as to confidentiality no less onerous than that set out in Article 14.

14.2 Receiving Party agrees: (i) to use the Confidential Information only in connection with the Contract and permitted use(s) and maintenance of Products and Services, (ii) to take reasonable measures to prevent disclosure of the Confidential Information, except to its employees, agents or financing parties who have a need to know for Buyer to perform its obligations under the Contract or to use and maintain Products or Services, and (iii) not to disclose the Confidential Information to a competitor of Disclosing Party. Receiving Party agrees to obtain a commitment from any recipient of Confidential Information to comply with the terms of this Article. Confidential Information shall not be reproduced without Disclosing Party's written consent, and Receiving Party shall return all copies of Confidential Information to Disclosing Party upon request except to the extent that the Contract entitles Receiving Party to retain the Confidential Information. Seller may also retain one copy of Buyer's Confidential Information until all its potential liability under the Contract terminates.

14.3 If Receiving Party or any of its affiliates or representatives is required by law, legal process or a government agency to disclose any Confidential Information, that party agrees to provide Disclosing Party with prompt written notice to permit Disclosing Party to seek an appropriate protective order or agency decision or to waive compliance by Receiving Party with the provisions of this Article. In the event that efforts to secure confidential treatment are unsuccessful, Receiving Party may lawfully revise the Confidential Information to make it non-proprietary or to minimize the loss of its proprietary value.

14.4 Nothing in Article grants Receiving Party any license to any invention, patent, trademark or copyright now or later owned or controlled by Disclosing Party.

14.5 Buyer shall not disclose Confidential Information to Seller unless it is required to do so to enable Seller to perform work under the Contract. If Buyer does disclose Confidential Information, Buyer warrants that it has the right to disclose the information, and Buyer shall indemnify and hold Seller harmless against any claims or damages resulting from improper disclosure by Buyer.

14.6 Buyer shall not make any public announcement about the Contract or related documents, including its existence, without prior written Seller approval and on Seller approved terms.

14.7 As to any individual item of Confidential Information, the restrictions of this Article shall expire the earlier of five (5) years after the date of disclosure or three (3) years after termination or expiration of the Contract.

14.8 This Article does not supersede any separate confidentiality or nondisclosure agreement signed by the Parties.

15. REMOTE DIAGNOSTIC SERVICES, RENTAL TOOLS, TRAINING

If Seller provides any remote diagnostic services or rental tools to Buyer, the terms of this Contract shall apply including the Remote Diagnostic Services Addendum, the Rental Tools Addendum, and the Training Addendum as applicable. If there is any conflict between these Terms and Conditions and the terms of any applicable addendum, the terms of the applicable addendum shall prevail.

16. CHANGES

16.1 Each party may at any time propose changes in the schedule or scope of Parts, Products or Services in the form of a draft change order. Seller is not obligated to proceed with the changed schedule or scope until both Parties agree to such change in writing. If mutually agreed, the changes will be documented in a written document signed by representatives of each party who have actual authority to legally bind Buyer or Seller, along with any equitable adjustments in the Contract Price or Delivery. Any changes in applicable laws, rules and regulations shall be treated as a change within the meaning, and subject to the requirements, of Article 16. Unless otherwise agreed by the parties, pricing for additional work arising from changes in laws, rules and regulations shall be at time and material rates.

16.2 All Parts and Products delivered shall conform to Seller's part or version number specified or (at Seller's option) its equivalent or the superseding number subsequently assigned by Seller. If the number ordered is no longer available, Seller is authorized to ship a valid interchangeable Product without notice to Buyer.

17. INSPECTION AND FACTORY TESTS

The quality control exercised by Seller in its manufacture of Products shall be in accordance with Seller's normal quality control policies, procedures and practices. Seller shall attempt to accommodate Buyer's requests to witness Seller's factory tests of Products, if such witnessing can be arranged without delaying the work. Such access shall be limited to areas directly concerned with Products ordered by Buyer and shall not include restricted areas where development work or work of a proprietary nature is being conducted.

18. TERMINATION AND SUSPENSION

18.1 Either Party (the "Non-Defaulting Party") may terminate this Contract if the other Party (the "Defaulting Party") (i) becomes insolvent or (ii) the Defaulting Party commits a material breach of this Contract, which does not otherwise have a specified contractual remedy, and fails to cure the breach within thirty (30) days of notice from the Non-Defaulting Party, or if it is not possible to cure such breach within thirty (30) days of such notice, fails to commence to cure the breach within thirty (30) days or fails to thereafter continue diligent efforts to complete the cure as soon as reasonably possible.

18.2 If Buyer fails to fulfill any condition of its payment obligations, Seller may suspend performance and delivery. Any cost incurred by Seller in accordance with such suspension (including storage, demobilization and re-mobilization costs) shall be payable by Buyer upon submission of Seller's invoices. Performance of Seller's obligations shall be extended for a period equaling the period of Buyer's non fulfillment of any portion of the payment terms, whether or not Seller suspends performance and such additional time as may be reasonably necessary in the circumstances.

19. GENERAL CLAUSES

19.1 Seller may assign or novate its rights and obligations regarding the Products, Parts and/or Services in part or in whole, to one or more of its Affiliate, without Buyer's consent and upon written notice to Buyer setting forth the effective date of such assignment or novation. Buyer agrees to execute such documents as may be necessary to effect the assignment or novation. The delegation or assignment by Buyer of any or all of its duties or rights under the Contract without Seller's prior written consent shall be void. Seller shall have the right at all times to assign to third parties any and all credits under the Contract subject to prior notification in writing to Buyer.

19.2 In case Products are to be exported outside the United States or EU and an authorization is required for the export in accordance with any applicable laws, Buyer shall provide Seller, upon Seller's written notice, with any and all information requested by Seller. In case of Buyer's delay in providing the abovementioned information, Seller shall not have any liability or be considered in breach or default of any its obligations under the Contract.

19.3 Nothing in this Contract shall restrict Seller from subcontracting portions of its work, provided that Seller shall remain responsible to Buyer for performance of subcontracted scope.

19.4 Except as provided in the Article entitled "Limitation of Liability", these provisions are for the benefit of the Parties hereto and not for any other third party.

19.5 This Contract represents the entire agreement between the Parties and no modification, amendment, rescission, waiver or other change shall be binding on either party unless agreed to in writing by the Parties' authorized representatives. Each party agrees that it has not relied on, or been induced by, any representations of the other party not contained in this contract.

19.6 The invalidity in whole or in part of any part of this Contract shall not affect the validity of the remainder of the Contract.

19.7 Buyer shall notify Seller immediately upon any change in the ownership of more than fifty percent (50%) of Buyer's voting rights or in Buyer's controlling interest. If Buyer fails to do so or Seller objects to the change, Seller may (a) terminate the Contract, (b) require Buyer to provide adequate assurance of performance (including but not limited to payment), or (c) put in place special controls regarding Seller's Confidential Information.

19.8 The following Articles shall survive termination or cancellation of the Contract Article 3 (Taxes and Duties); Articles 6.3, 6.4 and 6.6 (Compliance With Laws); Article 7 (Warranty), Article 8 (Patents), Article 9 (Limitation of Liability), Article 10 (Dispute Resolution), Article 12 (Health and Safety Matters, Article 13 (Differing Site Conditions; Hazardous Materials),) Article 14 (Confidentiality), Article 16 (Changes) , Article 18 (Termination), Article 19 (General Clauses).

19.9 This Contract may be executed in multiple counterparts that together shall constitute one agreement.