

# Terms & Conditions

## Standard Terms and Conditions of Sale

The following terms and conditions of sale shall apply to all sales including but not limited to products, all forms of technical information, assistance, and advice as well as all forms of services, labour and equipment performed, supplied and/or sold by CCPI Europe Limited.

All CCPI Europe Ltd proposals, all acceptances of Purchaser's orders and all sales by are expressly limited to, and expressly made conditional upon the Purchaser's acceptance and assent to the Standard Terms and Conditions of Sale as set forth herein, notwithstanding receipt of, or acknowledgement of, the Purchaser's order form or specifications containing additional or different provision or conflicting oral representations by any agent or employee of CCPI EUROPE LTD. No waiver, change or modification of any terms or conditions herein shall be binding upon CCPI Europe Ltd unless made in writing and signed by an officer of CCPI Europe Ltd. No course of dealing or usage of trading shall be relevant or supplement any terms expressed herein.

The terms of the Purchaser's Purchase order shall not change, enlarge, or modify CCPI Europe Ltd liability or obligations.

### Selection of Applicable Law

The validity, performance and construction of any agreement between Purchaser and CCPI Europe Ltd or the terms and conditions set forth herein shall be governed and construed in accordance with the law of England.

### Terms of Payment

All prices subject to change without notice. Terms are thirty (30) days net from date of invoice.

A finance charge at a periodic rate of three percent (3%) per month will be attached to unpaid invoices over thirty (30) days old. Said interest shall commence from the date of the invoice.

### Delivery

Any time of delivery quoted to Purchaser is from the date of receipt of all necessary information and approvals by Purchaser. Any delay in delivery of any installment shall not relieve Purchaser of its obligation to accept remaining deliveries. CCPI Europe Ltd shall not be liable for damages and Purchaser shall not cancel Contract as a result of any delay due to any cause beyond CCPI Europe Ltd control, including but not limited to, acts of God or public enemy, fire, explosion, flood, drought, war, riots, sabotage, vandalism, accident, plant accidents, shortage or failure of supply of materials or equipment, breakdowns, shutdowns for repairs, labour shortage, strikes, due to regulations of central or local government. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. All shipments, unless otherwise specified shall be ex-works UK shipping point and the Purchaser assumes responsibility for damage or loss in transit. CCPI Europe Ltd shall not be responsible or liable by reason of the mode route of shipment.

### Returns

If a Purchaser for any reason wishes to cancel an order, such cancellation shall only be with the written consent of CCPI Europe Ltd, and then only after payment is made to CCPI Europe Ltd, for all costs incurred which shall include but not be limited to material, labour, overheads, and reasonable profit not to exceed the aggregate purchase price specified by CCPI Europe Ltd in furnishing the items under each order. No special materials or equipment may be returned.

### Taxes

Any taxes, assessments or other charges which CCPI Europe Ltd may be required to pay to any government, upon the sale, production or transportation of the goods sold herein under during the terms of this Contract shall be added to the price specified herein and become the sole responsibility of the Purchaser.

### Equipment Usage Agreement

In the instance that CCPI Europe Ltd allows a Purchaser of its products to use equipment supplied by CCPI Europe Ltd for any use, the Purchaser hereby acknowledges that said equipment is, on the date of this Agreement, in good operating condition and hereby agrees that.

1. Purchaser will use said equipment only for the purpose intended by CCPI Europe Ltd in conjunction with products purchased from CCPI Europe Ltd, and the Purchaser will use reasonable care at all times to prevent damage to said equipment while same is in his custody under the provisions of this Agreement. Upon termination of this Agreement Purchaser agrees to surrender and return such equipment to CCPI Europe Ltd in as good order and condition as when received from CCPI Europe Ltd hereunder, ordinary wear and tear excepted.
2. Purchaser will not encumber or remove said equipment, or suffer to be done, anything whereby said equipment or any part thereof shall be ceased, taken in execution, attached, destroyed or injured, or by which title of CCPI Europe Ltd thereto may in any way be alternated, destroyed or prejudiced.
3. Purchaser shall indemnify and save harmless CCPI Europe Ltd from and against any and all liability for loss, damage, injury, or other casualty to person or property resulting directly or indirectly from the use, existence or location of said equipment, whether such loss, damage, injury, or other casualty arises from negligence or otherwise and whether due to imperfection of said equipment or any part thereof, whether latent or patent, or at any fault in the installation thereof.
4. Purchaser agrees by acceptance of these terms and conditions that it will maintain such insurance as CCPI Europe Ltd may require to adequately protect itself and CCPI Europe Ltd from claims for personal injuries and property damage arising directly or indirectly from operations under this order and it shall be liable to CCPI Europe Ltd for failure to maintain such Insurance. Purchaser agrees to furnish to CCPI Europe Ltd upon request, certificates evidencing such insurance before work is started.
5. The right of Purchaser to possession and use of such equipment shall continue only so long as the equipment is used for a purpose in connection with products purchased from CCPI Europe Ltd. Upon the termination of such purchases the right of the Purchaser herein shall terminate and CCP

Europe shall have right to enter the premises of the Purchaser and remove all of the said equipment, and in connection therewith, dismantle or remove any portion of any buildings, driveway or other improvement necessary to enable CCPI Europe Ltd to remove said equipment without liability for doing so.

### Warnings

If the purchase is one of fuel fired equipment, its control and accessories, there will always exist an explosive and fire hazard. To minimize such hazard, this equipment must be installed, operated or maintained in accordance with the appropriate instructions, as revised from time to time. The improper installation or application of the equipment or goods, their use with improper ventilation, piping, or wiring, inadequate inspection or testing, the lack of careful, regular maintenance of both goods and equipment in conjunction with the goods that are used; the lack of careful supervision, qualified employees, proper warnings, and proper safety precautions; the exposure of the goods or equipment to an improper atmosphere (excess heat, dirt, corrosion), constitutes a hazard which can result in loss of life, serious injury or property damage. Purchaser agrees with CCPI Europe Ltd to take upon itself and require others to take all reasonable measures to avoid each such hazard. Purchaser agrees to notify its employees, customers, and users of the products, of the aforesaid warnings, and to deliver to its customers or users or employees all written warnings provided with each product by CCPI Europe Ltd.

### Indemnity

In the event that any claim arises against CCPI Europe Ltd from any act or omission of Purchaser, or due to the Purchaser's failure to notify of the warnings, terms and conditions as set forth above, the Purchaser agrees to indemnify and save CCPI Europe Ltd Harmless from and against all liability, loss, cost, and expenses (including attorney fees) arising out of any such claim.

### Claims

All claims by Purchaser against CCPI Europe Ltd that goods shipped do not conform to specifications, and all other claims made by Purchaser, must be in writing and received from CCPI Europe Ltd within the warranty period and within ten (10) days of the date of Purchaser's detection of the defect. Failure to give such notice within such time period shall constitute a waiver by Purchaser of all claims with respect to such goods.

### Warranty

CCPI Europe Ltd warrants to the original Purchaser and not any other person or entity, for a thirty (30) day period from the date of shipment, to repair or replace any of the equipment or goods of its own manufacturer which is defective in material or workmanship so as not to perform the functions for which it is required. However this warranty shall not exceed the cost of the materials. Under no circumstances will CCPI Europe Ltd be liable for damages or claims with respect to any goods that the Purchaser in any way or degree has processed or changed in dimension or characteristics from that delivered. CCPI Europe Ltd Guarantees to the original Purchaser that the products of its manufacture will perform at rated capacity as stated only when properly installed, connected, started, operated and maintained in accordance with CCPI Europe Ltd's instructions, as revised from time to time, and when used for the applications specified and when used in the environments specified and when in the environments specified or as limited. If the products are part of a greater system, CCPI Europe Ltd accepts responsibility only for the products manufactured by it.

Goods or equipment not of company manufacture supplied in piece or as components to a system designed or as sold by CCPI Europe Ltd, are not covered by this warranty. However, CCPI Europe Ltd will extend to the Purchaser the benefit of such adjustment as is obtained from the manufacturer of that component or product. This warranty does not apply to damage caused during freight, misuse or abuse of the product, misapplication, consequential or incidental damage arising from the use of the product, or failure to follow the product instruction sheets.

THE WARRANTY IS EXCLUSIVE. THE WARRANTIES HEREIN MADE BY CCPI Europe Ltd. ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND ALL OTHER WARRANTIES OF MERCHANTABILITY AND FITNESS ARE EXCLUDED HEREFROM AND SHALL NOT APPLY TO THE GOODS SOLD. THE PURCHASER'S EXCLUSIVE REMEDIES AND CCPI Europe Ltd'S ONLY OBLIGATIONS ARISING OUT OF AND CONNECTION WITH DEFECTIVE MATERIAL, EQUIPMENT OR WORKMANSHIP, WHETHER BASED ON WARRANTY, CONTRACT TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL BE ONLY THOSE STATED HEREIN.

### Installment Warranty

In the event that CCPI Europe Ltd installs the goods or equipment, CCPI Europe Ltd warrants that its installation work shall be free from defects in workmanship and shall substantially conform to the contract specifications. If Purchaser believes this warranty has been breached, it must provide written notice to CCPI Europe Ltd as soon as the defect becomes apparent, but no later than thirty (30) days from the completion of CCPI Europe Ltd's installation. After proper notice, CCPI Europe Ltd at its option can either re-perform the installation by replacement or repair of the defective goods provided that Purchaser has stored and maintained the equipment in accordance with CCPI Europe Ltd's instructions and provided CCPI Europe Ltd is further given the opportunity to inspect and test the products and installation work within two (2) weeks (fourteen (14) days) from the date the defect became apparent.

### Limitation of Liability

It is expressly agreed that the liability of CCPI Europe Ltd is limited and that CCPI Europe Ltd does not function as an insurer. Purchaser agrees that no other remedy (including, but not limited, incidental or consequential damages for lost profits, lost sales, lost production, down-time, overhead, labour, injury, or damage to person or property, spoilage or any other incidental or consequential loss) shall be available to Purchaser. The liability of CCPI Europe Ltd shall be limited to the lesser of the actual loss, harm, or damage suffered, but in no way to exceed the value of the product purchased.

This LIMITATION OF LIABILITY article shall apply to and prevail over any and all provisions contained in any of the documents comprising agreements between the parties.