

Aerzen USA Corp. Terms and Conditions of Sale of Goods and Services

Aerzen USA Corp. ("Aerzen") agrees to provide goods and (if included on the Purchase Contract) services to the buyer ("Buyer") under the purchase contract, which consists of the purchase order and the purchase order acknowledgement (the "Purchase Contract"), to which these Terms and Conditions are attached on the following terms and conditions. Any alteration of these terms and conditions shall have no force or effect unless agreed to in writing by an officer of Aerzen or such other authorized signatory of Aerzen as designated in writing by Aerzen. These Terms and Conditions prevail over any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted any purchase order, purchase contract, or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms and Conditions. The Purchase Contract and these Terms and Conditions are sometimes referred to as the "Agreement".

1. GENERAL PROVISIONS

1.1 Entire Agreement: The Agreement constitutes the entire agreement between Aerzen and Buyer with respect to the sale of Goods and Services pursuant to the Purchase Contract, and supersedes all prior agreements, understandings, and communications, whether written or oral, relating to the subject matter hereof. A failure by either Aerzen or Buyer to enforce any rights under these Terms and Conditions shall not be deemed to constitute a waiver of those or any other rights under these Terms and Conditions. No condition stated by Buyer shall be binding upon Aerzen if in conflict with, inconsistent with, or in addition to these Terms and Conditions, unless expressly accepted in a writing signed by Aerzen. If there is any conflict or differences in any terms or conditions presented by Buyer and these Terms and Conditions, these Terms and Conditions shall govern.

1.2 Severability: If any provision of the Agreement is found to be invalid, illegal, unenforceable, or in violation of any law or regulation, such invalidity, illegality, unenforceability, or violation shall not affect any other term or provision of the Agreement, and the remaining provisions shall continue in full force and effect.

1.3 Assignment: Buyer may not assign or transfer its rights or obligations under the Agreement without the prior written consent of Aerzen.

1.4 Notices: All notices required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally, sent by registered or certified mail, sent by recognized courier service, or sent by email to the addresses specified in the Purchase Contract or as otherwise provided in writing by the recipient. Notices shall be effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure of the recipient to provide reasonable means for accomplishing delivery.

1.5 Confidentiality: "Confidential Information" means any non-public information disclosed by Aerzen to Buyer that is marked as confidential or that should reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure. Buyer agrees that Buyer will keep all Confidential Information confidential. Confidential Information shall remain the exclusive property of Aerzen. Buyer shall not reproduce or disclose any Confidential Information without prior written consent of Aerzen.

1.6 Governing Law and Jurisdiction: The Agreement and the sale of equipment, materials, and other products ("Goods") and any services ("Services") pursuant thereto, and the respective rights and obligations of Aerzen and Buyer with regard thereto shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania, without regard to the principles of conflicts of law thereof.

1.7 Dispute Resolution: In the event of any dispute arising out of or relating to the Agreement and the sale of Goods and any Services pursuant thereto, Aerzen and Buyer shall first attempt to resolve the dispute through good faith negotiations. If the dispute cannot be resolved through negotiation within 30 days, either Aerzen or Buyer may request that the dispute be submitted to non-binding mediation facilitated by a neutral third-party mediator agreed upon by both parties. If mediation is unsuccessful or not pursued, any unresolved disputes shall be finally settled by arbitration conducted in Coatesville, Pennsylvania, in accordance with the Commercial Arbitration Rules of the American Arbitration Association by one arbitrator appointed in accordance with said rules. The language of the arbitration shall be English. If mediation or arbitration is not successful, the parties may pursue any and all legal or equitable remedies available to them. Any disputes arising under or in connection with the Agreement and the sale of Goods and any Services pursuant thereto, if not resolved pursuant to the foregoing, shall be subject to the exclusive jurisdiction of the courts located in Chester County, Pennsylvania.

1.8 Force Majeure: Aerzen shall not be liable in any way for any default or delay with respect to the sale of Goods or Services due to contingencies beyond its control, including, but not limited to, war, restraints affecting shipping, delivery of materials, or credit as a result of war or war restrictions, non-arrival, delay or failure to procure materials as a result of war or war restrictions, rationing of fuel, strike, lockout, fire, bombing, terrorism, accident, flood, drought, pandemic, cyber-attack, and any other contingency affecting such party, its suppliers, or subcontractors.

1.9 Waiver of Subrogation: Each of Aerzen and Buyer hereby waives any and all rights of recovery, claim, action, or cause of action against the other party, its officers, directors, employees, agents, successors, and assigns, for any loss, damage, or liability covered by insurance maintained by such party, to the extent that such loss, damage, or liability is covered by such insurance, regardless of the cause of such loss,

damage, or liability, including but not limited to negligence of the other party, its officers, directors, employees, agents, successors, and assigns. Each of Aerzen and Buyer agrees to obtain from its insurance carrier a provision that the insurance carrier waives its right of subrogation against the other party in connection with any loss, damage, or liability covered by such insurance. This mutual waiver of subrogation shall be effective regardless of whether the party seeking recovery has actually received proceeds under any insurance policy for the loss, damage, or liability suffered. Each of Aerzen and Buyer agrees to include this mutual waiver of subrogation provision in all applicable insurance policies and to take all necessary steps to ensure that its insurance carrier is bound by the terms of this waiver. This waiver shall survive the termination or expiration of the Agreement and shall be binding upon and inure to the benefit of Aerzen and Buyer, and their respective successors and assigns.

1.10 General Limitation of Liability: In no event shall Aerzen be liable to Buyer, Buyer's customers, or any third party for special, indirect, incidental, consequential, or punitive damages, or expenses incurred, whether arising from breach of contract, warranty, negligence, strict liability in tort, or other theories of law or equity. Such damages and expenses include, but are not limited to, liquidated damages, loss of profits or revenue, loss of use, cost of capital, cost of substitutes, downtime, service interruption, or any other type of economic loss. This limitation of liability shall apply regardless of the cause of action and regardless of whether such damages or expenses were foreseeable or arise directly or indirectly from the performance or non-performance of obligations under the Agreement or the sale of Goods and Services thereunder. By agreeing to this limitation of liability, Buyer acknowledges and accepts the allocation of risk set forth in this Section 1.10, and this provision shall survive the termination or expiration of the Agreement.

1.11 Cyber Security: Buyer warrants to Aerzen: (a) Buyer has established and adheres to cyber security standards and processes during all equipment and product development and testing procedures, (b). Without limiting any other rights Aerzen and Buyer may have under the Agreement, If any of Buyer's software and related electronic documentation contains any computer code that would cause a product vulnerability, unauthorized access, loss of functions, malware intrusion, or any other compromise to confidentiality, integrity, or availability, and such virus or other contaminant is brought into Aerzen's computer environment by or through Buyer, Buyer shall reimburse Aerzen for all labor and material costs (whether internal or third party) incurred by Aerzen to identify, contain, and correct the effects thereof.

2. SALE OF GOODS AND SERVICES

2.1 Orders: All Purchase Contracts are subject to acceptance and approval by Aerzen's credit department and are not binding until and unless so approved and accepted. Written acknowledgement of a Purchase Contract shall constitute acceptance and will thereby be a binding contract which cannot be modified or cancelled by Buyer without written consent of Aerzen. Buyer is responsible for providing clear, accurate, and complete data during the quotation phase. If required information for project completion is missing or additional documents or requirements are submitted to Aerzen with the purchase order that were not previously reviewed and included in the scope of work, the project start date will be adjusted to the date of technical clarification rather than the date of Purchase Contract acceptance. In such cases, all agreed lead times for equipment and documentation will be calculated as weeks after technical clarification rather than from the date of Purchase Contract acceptance. All Buyer-provided documents, including but not limited to purchase orders, commercial documents, technical specifications, and markups of Aerzen documents, must be submitted electronically in a text-searchable format.

2.2 Prices and Payments: All prices are quoted and payable in U.S. dollars, unless otherwise noted. Quoted prices shall remain valid for 30 days unless Aerzen notifies Buyer of a change in a quoted price prior to the end of such 30-day period. Aerzen reserves the right to restrict or modify the terms of payment or to require payment prior to shipment if, in Aerzen's opinion, Buyer's financial condition or other circumstances do not warrant shipment on the terms originally specified in the Agreement. Unless expressly agreed to in writing, pending satisfactory credit review, Aerzen standard payment terms are: (a) For Purchase Contracts totaling less than \$100,000, the payment terms shall be Net 30 days from date of shipment, with no retainage held. (b) For Purchase Contracts totaling \$100,000 or more, the following terms shall apply, assuming satisfactory credit review by Aerzen: 20% of the Purchase Contract value from date of the accepted Purchase Contract; 30% of the Purchase Contract value upon release for production; and 50% of the Purchase Contract value at readiness to ship, with no retainage held. (c) All invoices are to be paid Net 30 days. (d) In those cases where progress payments are required, all work by Aerzen for Buyer will cease, in the sole discretion of Aerzen, if payment is not received in accordance with the payment schedule. (e) Payment retention will not be allowed. In the instance where an invoice is disputed, all undisputed portions remain payable within Net 30 days terms. (f) Interest at the rate of 1.5% per month or at the highest rate allowed by law, whichever is less, shall be charged to all overdue accounts. Buyer will reimburse Aerzen for all costs and expenses (including attorney's fees and the costs of bringing any action) incurred in collecting any amounts past due. Buyer agrees to reimburse Aerzen for all reasonable travel and out-of-pocket expenses incurred by Aerzen in connection with the performance of the Services. Failure to make payments as required under this Agreement may result in suspension or revocation of warranty coverage as described in Section 2.8.

2.3 Taxes: The prices quoted do not include any taxes. Any sales tax, use tax, excise tax, goods and service tax (GST), value added tax (VAT), customs tax, or other tax of any nature whatsoever imposed by any government authority on the transaction between Aerzen and Buyer (plus interest and penalties thereon, if any) shall be paid by Buyer, in addition to the prices quoted and invoiced. If Aerzen is required to pay any such taxes, Buyer shall reimburse Aerzen on demand for the full amount so paid by Aerzen. At the time of a Purchase Contract, Buyer shall provide Aerzen with any tax exemption certificates or other documents acceptable to the taxing or customs authorities.

2.4 Liability: Aerzen's liability with respect to the Goods and Services sold pursuant to the Agreement shall be limited to the warranties provided in Section 2.8 of these Terms and Conditions and shall be limited to the price of the Goods and Services sold pursuant to the Purchase Contract.

2.5 Shipping or Service Date: Scheduled or anticipated shipping and performance dates are estimates and not a guarantee of a particular date of shipment of Goods or performance of any Services. If any portion of the work under the order is delayed due to the Buyer, for any reason, including but not limited to late return of approval documents, Aerzen is entitled to a schedule change that reflects the actual impact of the delay.

2.6 Delivery of Goods and Risk of Loss; Performance of Services:

a. Title and Risk of Loss: All Goods will be delivered EXW Aerzen, Coatesville, Pennsylvania, or such other location agreed by Aerzen and Buyer in writing (the "Delivery Point"). Title and risk of loss shall pass to Buyer upon delivery of the Goods to the Delivery Point. In no event shall Aerzen be liable for any delay in delivery or assume any liability in connection with shipment, nor shall the carrier be deemed an agent of Aerzen.

b. Shipping Expenses: Unless otherwise specified in the Purchase Contract, all shipping expenses shall be pre-paid by Aerzen and subsequently added to the invoice. Buyer agrees to reimburse Aerzen for these shipping expenses as part of the total invoice amount.

c. Acceptance of Goods and Services: Buyer shall inspect all Goods or Services promptly upon receipt. All claims by Buyer, except only those provided for under warranty clauses specifically set forth in these Terms and Conditions, must be asserted in writing by Buyer within 5 days after receipt of the Goods or completion of the Services, or such claims are waived by Buyer.

d. Delays by Buyer: If Goods cannot be shipped to Buyer, or Buyer is not prepared for scheduled Service, when ready due to any cause not attributable to Aerzen, upon notice to Buyer, Aerzen may ship such Goods to storage. If such Goods are placed in storage, including storage at the facility where manufactured, the following conditions shall apply: (i) all risk of loss or damage shall thereupon pass to Buyer; (ii) title shall transfer to Buyer; (iii) any amounts otherwise payable to Aerzen upon delivery shall be payable upon presentation of Aerzen's invoice; (iv) the Goods shall be deemed as shipped and the warranty time period shall commence; (v) all expenses incurred by Aerzen, such as preparation for and placement into storage, handling, inspection, preservation, insurance, storage and removal charges, and any taxes shall be payable by Buyer; and (vi) when conditions permit and upon payment of all amounts due pursuant to the Agreement, Aerzen shall resume delivery of Goods to the originally agreed point of delivery.

e. Delays in Inspection: If Goods cannot be shipped to Buyer when ready due to delay of Buyer's in-person inspection, upon notice to Buyer, such delay shall constitute a waiver of Buyer's rights of in-person inspection and rejection and an acceptance by Buyer of an inspection report, as determined and compiled at Aerzen's sole discretion. Such acceptance shall be in addition to the remedies for delays by Buyer outlined in these Terms and Conditions.

f. Partial Shipment: Partial shipment of Goods ordered pursuant to a Purchase Contract will not be made without Buyer's knowledge or consent. If a complete shipment cannot be made by the required date, Aerzen will promptly notify Buyer thereof. If partial shipment with Buyer's consent is made, excess freight charges, if any, will be billed to Buyer.

g. On-Site Technical Assistance: With respect to the Services, Buyer shall (i) cooperate with Aerzen in all matters relating to the Services and provide such access to Buyer's premises, and such office accommodation and other facilities as may reasonably be requested by Aerzen, for the purposes of performing the Services, (ii) supply all required assistance including but not limited to lifting devices, repair room and facilities, standard tools, electric, air, and other utilities required, scaffolding, lighting, and weather protection facilities, as required, or as requested by Aerzen, to safely carry out the work. Aerzen shall supply all specialty tools and such tools shall remain the property of Aerzen, (iii) respond promptly to any Aerzen request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Aerzen to perform Services in accordance with the requirements of this Agreement, and (iv) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

h. Performance Dates: Aerzen shall use reasonable efforts to meet any performance dates to render the Services specified in the Purchase Contract, and any such dates shall be estimates only.

2.7 Cancellation, Postponement, or Change Orders:

a. Buyer-Initiated Cancellation, Postponement, or Changes: Purchase Contracts are not subject to Buyer's cancellation, postponement, or change in specifications, shipping schedules, or other conditions originally agreed upon without Aerzen's written consent and then only upon agreement to compensate Aerzen for any or all losses caused by such cancellation, postponement, or changes. Cancellation charges of between 20% and 100% of the total price of the Purchase Contract will be invoiced, as determined at Aerzen's sole discretion, depending on the status of completion plus Aerzen's non-recoverable costs attributed to Buyer's order. Service orders may be subject to cancellation fees for purchased airfare or booking fees, should fees be imposed upon Aerzen due to Buyer's cancellation, postponement, or change in specifications, service schedule, or other conditions originally agreed. If Aerzen's manufacturing is delayed or postponed because of the actions or omissions of Buyer, Aerzen shall be entitled to an equitable price adjustment. If Buyer's delay extends for more than 90 days and Aerzen and Buyer have not agreed upon a revised basis for continuing the work at the end of the delay, including adjustment of the price, then upon written notice, Aerzen may terminate the Purchase Contract, whereupon Buyer shall promptly pay Aerzen its cancellation charges as described herein.

b. Change Order Requests and Project Holds: Upon receipt of a change request from Buyer, including but not limited to a change in equipment design, schedule, cost, or quality, Aerzen may, at its sole discretion, place on hold all work related to any part of the order that may be impacted by the change. Aerzen will inform Buyer of the amount of hold time needed to review the change request. Upon completion of review, Aerzen will inform Buyer of the cost or schedule impact of Buyer's change request. Buyer must then (i) issue a change order reflecting the cost and schedule impact, or (ii) withdraw the change request. The project schedule impact will be equal to or greater than the amount of time that the work under the order was on hold.

c. Termination for Cause: Aerzen may terminate the Purchase Contract without liability to Buyer if (i) Buyer shall breach the Agreement and shall fail to cure such breach within 5 business days after written notice from Aerzen; (ii) Buyer shall become insolvent; (iii) a petition under the Bankruptcy Act or any other insolvency law shall be filed by or against Buyer; (iv) Buyer shall make assignment for the benefit of creditors; (v) Buyer shall fail to make timely payment of any obligation owed by it to Aerzen; or (vi) if Aerzen reasonably believes that Buyer is unable to make full and prompt payment as required under the Agreement. Buyer agrees that Buyer shall, no later than 30 days following the effective date of termination of this Agreement, pay all monies owed to Aerzen pursuant to the Agreement regardless of any terms of payment that may have otherwise been granted to Buyer by Aerzen. Aerzen shall not by reason of its termination of this Agreement in accordance with the terms hereof, be liable to Buyer for compensation or reimbursement of any damages on account of loss of profits or prospective profits on anticipated sales, or on commitments in connection with the business or goodwill of Buyer or otherwise or for direct, indirect, punitive, special, consequential, or liquidated damages.

2.8 Limited Warranty: Unless otherwise stated in the Purchase Contract, Aerzen warrants i) new equipment will be free from defect in materials and workmanship for 24 months from the date of start-up, but not to exceed 30 months from the date of readiness to ship; ii) repairs, advanced exchanges, and Aerzen factory spare parts will be free from defect in materials and workmanship for 12 months from the date of shipment; iii) factory new rotating assemblies will be free from defect in material and workmanship for 24 months from shipment. Unless otherwise stated in the Purchase Contract, Aerzen further warrants to Buyer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services. Aerzen reserves the right to suspend or revoke warranty coverage if Buyer fails to make payments as required under the Agreement. Equipment (including accessories, components, and parts thereof) furnished by Aerzen but manufactured by others is not warranted by Aerzen and such equipment shall carry the warranty (if any) which the manufacturer has conveyed to Aerzen to the extent it can be passed on to Buyer. Aerzen shall, upon prompt written notice by Buyer, correct such non-conformities, at Aerzen's sole option, by either repair or replacement. All such defective Goods shall follow the Aerzen RMA policy and be sent at Buyer's expense directly to Aerzen at 108 Independence Way, Coatesville, Pennsylvania, USA, 19320 or an Aerzen Authorized Service Center, as directed by Aerzen. Shipment of repaired or replacement Goods resulting from a valid warranty claim will be at Aerzen's expense; all other shipments, including those for non-warranty repairs or replacements, shall be at Buyer's expense. Aerzen warrants any equipment repaired or replaced pursuant to the above warranty to be free from defects in materials and workmanship for the longer of: (a) a period of 90 days from the date of shipment of such repaired or replaced equipment or (b) the period remaining on the warranty. Goods must be commissioned and maintained per Aerzen's Operations and Maintenance manual, including proper documentation in a reasonable amount of detail, at Aerzen's sole discretion, to enable evaluation of any warranty claim and for the warranty to remain valid. With respect to any Services subject to a claim under the warranty set forth in this Limited Warranty, Aerzen shall, in its sole discretion, (i) repair or re-perform the applicable Services or (ii) credit or refund the price of such Services at the pro rata contract rate.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, OR IMPLIED, INCLUDING ANY WARRANTY OF PERFORMANCE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATION, CONDITION OR WARRANTY, INCLUDING, BUT NOT LIMITED TO, STATEMENTS OF CAPACITY, SUITABILITY FOR USE, OR PERFORMANCE, WHETHER MADE BY AERZEN OR AERZEN'S EMPLOYEES OR REPRESENTATIVE PERSONNEL, SHALL BE CONSIDERED TO BE A WARRANTY BY AERZEN FOR ANY PURPOSE OR GIVE RISE TO ANY LIABILITY OF AERZEN WHATSOEVER AND ALL SUCH IMPLIED WARRANTIES ARE HEREBY DISCLAIMED BY AERZEN AND EXCLUDED FROM ANY CONTRACT RESULTING OR ARISING FROM OR OTHERWISE EVIDENCED BY THESE TERMS AND CONDITIONS.

Failure to notify Aerzen in writing within 5 days after Buyer discovered, or ought to have discovered, any defective or non-conforming Goods or Services or any unsatisfactory operation or installation shall terminate the warranties set forth above. The above warranties do not apply to Goods which are (a) repaired, modified, or altered by any party other than Aerzen or Aerzen's Authorized Service Center; (b) subjected to unusual physical, thermal, or electrical stresses, corrosion or erosion, improper installation, improper grounding, improper maintenance, lack of lubrication, misuse, abuse, accident or negligence in use, use contrary to any instructions issued by Aerzen, improper testing, installation, storage, transportation, repair, maintenance, or handling; (c) considered a consumable item or an item requiring repair or replacement due to normal wear and tear; or (d) subject to non-standard repairs, including but not limited to rotor shaft work or metalizing. AERZEN SHALL NOT BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES WHICH MAY ARISE UNDER THIS CONTRACT WHETHER SUCH LIABILITY IS IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND IN NO CASE SHALL AERZEN'S LIABILITY EXCEED THE PRICE OF THE NONCONFORMING GOODS OR SERVICES.

2.9 Nonconforming Goods: Any rejection of nonconforming Goods must be made by Buyer within 5 business days after delivery and Buyer must give written notice, including a description of the alleged nonconformity, to Aerzen within that period. Upon receipt of such notification, Aerzen will arrange for the return of the Goods, at Aerzen's expense. If the nonconformity is confirmed, Aerzen will ship conforming Goods to Buyer at Aerzen's expense. If the Goods are found to be conforming, they will be returned to Buyer at Buyer's expense, and Buyer will reimburse Aerzen, on demand, for the initial return shipping costs and any other costs associated with the inspection of the Goods.

2.10 Returns and Repairs: For returns and repairs, Buyer must contact Aerzen's customer support for shipping instructions and obtain a Return Material Authorization ("RMA"). Buyer must ship Goods to be returned or repaired in original packaging or equivalent, with the RMA clearly marked on the outside of the package, freight prepaid. Aerzen is not responsible for any damage occurring in transit or obligated to accept products returned without an RMA. Buyer bears all risk of loss or damage to the returned product until delivery at Aerzen's designated facility. Unauthorized returns or returns of non-eligible items may be reshipped by Aerzen freight collect to Buyer. The RMA supersedes any implied return authorization whether oral or in writing that does not include an RMA.

2.11 Returns for Credit: No returns for credit will be accepted unless Aerzen's written permission has been obtained in each case in advance. All authorized returns are subject to a restocking fee of no less than 15%, at Aerzen's sole discretion. This fee will be deducted from the credit issued to Buyer. The following items are not eligible for return under any circumstances: (i) Electrical parts including but not limited to motors, Human-Machine Interfaces (HMIs), modules, transducers; (ii) Bare shaft rotating assemblies; (iii) Belts; (iv) Oil; (v) Filters, including but not limited to Oil and Air filters.

2.12 Restrictions On Hiring Aerzen Employees: During the term of service and for one year thereafter, Buyer shall not directly or indirectly solicit, hire, or employ any individual employed by Aerzen who has provided on-site services to Buyer. This restriction applies to offers originating from Buyer or any entity affiliated with Buyer. Buyer acknowledges that such actions could harm Aerzen's business interests and agrees to abide by this provision to avoid potential conflicts of interest.

2.13 Insurance: At all times while Aerzen employees or contractors are performing services on-site, Buyer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than \$1,000,000 per occurrence, with financially sound and reputable insurers. Upon Aerzen's request, Buyer shall provide Aerzen with a certificate of insurance from Buyer's insurer evidencing the insurance coverage specified in this Section 2.13. The certificate of insurance shall name Aerzen as an additional insured. Except where prohibited by law, Buyer shall require its insurer to waive all rights of subrogation against Aerzen's insurers and Aerzen.

2.14 Data Use: The Goods may include data monitoring services. The data received by Aerzen may be used by Aerzen and certain third-party distributors and contractors for the sole purposes of increasing overall customer service and determining claims of warrantability. Aerzen will use commercially reasonable efforts to ensure that Buyer's data is kept confidential. Buyer may request discontinuance of data monitoring service at any time, subject to waiver of all and any remaining warranties.

2.15 Import And Export Control Requirements: Buyer represents and warrants to Aerzen that Buyer is familiar with, and will comply in all respects with United States export laws, regulations, and administrative requirements applicable to Buyer's purchase of the Goods, including, without limitation, the International Traffic in Arms Regulations ("ITAR"); the United States Foreign Corrupt Practices Act ("FCPA"); the Organization for Economic Co-operation and Development ("OECD") Convention on Combating Bribery of Foreign Public Officials in International Business Transactions; the Export Administration Regulations ("EAR"); the Foreign Trade Regulations ("FTR"); and the laws, regulations, and orders issued or administered by the U.S. Department of the Treasury, Office of Foreign Assets Control ("OFAC"), and Internal Revenue Service ("IRS") in relation to export control, antiboycott, or trade sanctions matters. Buyer will comply with any reasonable requests made by Aerzen for information that enables Aerzen to comply with third-party payments, including, without limitation, the Foreign Account Tax Compliance Act ("FATCA"). Buyer shall be responsible for obtaining any required United States government authorizations, including, without limitation, export licenses or exemption authorizations applicable to Buyer's purchase of the Goods. Upon request, Buyer shall promptly furnish evidence satisfactory to Aerzen of compliance with any of the laws, regulations, and administrative requirements referenced above. Buyer shall provide Aerzen the Export Control Classification Number ("ECCN"), including any applicable subparagraph number from the EAR, or the United States Munitions List ("USML") Category from the ITAR, applicable to any United States origin product, software, or technology, or the direct product thereof, to be provided by Buyer in support of the purchase of the Goods by Buyer. Buyer shall promptly notify Aerzen in writing of any future changes in the ECCN or USML Category applicable to the same, including any jurisdictional changes between the EAR and ITAR.

2.16 Export Control and Foreign Trade Law:

a. Export Control Restrictions: Aerzen may refuse to fulfil its obligations insofar as fulfilment is prohibited or impaired by applicable national or foreign trade laws or regulations, including but not limited to export control laws, customs regulations, and economic sanctions ("Applicable Foreign Trade Law"). This includes restrictions imposed by the United States government, such as those administered by the U.S. Department of Commerce (Bureau of Industry and Security), the U.S. Department of State (Directorate of Defense Trade Controls), and the

U.S. Department of the Treasury (Office of Foreign Assets Control), as well as any applicable laws of other jurisdictions. If a required export license is denied or Applicable Foreign Trade Law prohibits or restricts the contract or its fulfilment, Aerzen shall be entitled to terminate the Agreement without notice or to rescind the Agreement. In the event of recession, Aerzen shall be entitled to deduct from any advance payment made by the Buyer its incurred costs. In the event of suspension, Aerzen shall be entitled to deduct from any advance payment all suspension related costs. If sanctions or restrictions are imposed on the Buyer after the conclusion of the Agreement, Aerzen is entitled and may be required to retain any remaining part of the advance payment for the duration of such sanctions. Neither a delay, termination, nor rescission under this clause shall entitle the Buyer to claim damages. Additionally, Aerzen shall not be obligated to perform under the Agreement if the Buyer is listed on any U.S. government restricted party lists, including but not limited to the Specially Designated Nationals (SDN) List, Entity List, Denied Persons List, or the System for Award Management (SAM) exclusion list.

b. Buyer Obligation to Cooperate: Buyer shall support Aerzen in obtaining all information and documents necessary to abide by the Applicable Foreign Trade Law. Such obligations may include, but are not limited to, providing accurate and timely information regarding the end customer, final destination, intended use of the Goods, Services or technical information to be provided, and any existing export control restrictions. This includes cooperation with Aerzen's obligations under U.S. export control laws and sanctions regulations, including those administered by the U.S. Department of Commerce (BIS), the U.S. Department of State (DDTC), and the U.S. Department of the Treasury (OFAC).

c. Regulatory Delays: If the fulfillment of contractual obligations is delayed due to licensing requirements, governmental confirmations, or similar procedures or requirements under Applicable Foreign Trade Law, including those imposed by U.S. authorities, the time of performance of such contractual obligations shall be extended accordingly. Such delays shall not constitute a breach of contract, and Aerzen shall not be liable for any resulting damages or penalties.