

Purchase Terms and Conditions

These terms and conditions (the "Purchase Terms and Conditions") are applicable to the attached purchase order, quotations, schedules or ancillary agreements (collectively, the "Purchase Order") concerning an order for purchase of systems, or components thereof, as specified in the Purchase Order (the "Ordered Products") by the party identified as the buyer on such Purchase Order ("Buyer") from Marine Fluid Technology A/S, a Danish corporation with office at 70 Strandvejen, 2900 Hellerup, Denmark ("MFT"). Buyer and MFT are referred to herein as the "Parties" or each individually as a "Party". In the event of any inconsistency among the provisions in these Purchase Terms and Conditions and a Purchase Order, precedence shall be given first to the special terms and conditions contained on the face of the Purchase Order which are expressly accepted in writing by an authorized employee or agent of MFT; and second, to these Purchase Terms and Conditions.

1. Buyer hereby orders from MFT the Ordered Products. These Purchase Terms and Conditions are the only terms and conditions which apply to the sale of Ordered Products. Any term or condition or standard of performance different from or in addition to these Purchase Terms and Conditions, whether set forth on a Purchase Order or otherwise proposed by Buyer, must be agreed to in advance and in writing by MFT. Buyer's submission of a Purchase Order to MFT or Buyer's acceptance of any Ordered Products provided by MFT shall constitute Buyer's acceptance of these Purchase Terms and Conditions.

2. MFT shall use reasonable commercial efforts to make delivery of the Ordered Products within the time requested on the Purchase Order. All terms and conditions regarding transportation shall be set forth using INCOTERMS 2010. Unless the Parties specifically agree to other transportation terms, deliveries shall be ex works from the facility, which MFT, in its sole discretion, selects to service Buyer. Unless otherwise agreed to by the Parties, the Ordered Products shall be deemed to be delivered and risk of loss shall pass to Buyer at such time as possession of such Ordered Products is given to a transportation carrier. MFT has the right to make partial deliveries when MFT reasonably deems appropriate. If MFT arranges transportation for

Buyer, such arrangements shall be made as an agent to the Buyer and at Buyer's sole risk and expense, and transfer of title and risk of loss shall not be affected thereby. Unless otherwise agreed to by the Parties, MFT has no obligation to obtain insurance for Buyer covering the Ordered Products in transit to Buyer.

3. Prices and charges for the Ordered Products are exclusive of VAT, sales or other similar taxes and excises and shall be invoiced at MFT's current prices and charges in effect at the time of shipment unless otherwise provided in a Purchase Order which is duly accepted in writing by an authorized employee or agent of MFT. Unless otherwise provided by law, Buyer shall pay to MFT any and all VAT, sales or other similar taxes, excises or other charges which are based upon or measured by the sale, transportation, delivery or use of the Ordered Products sold and delivered hereunder. In addition, Buyer agrees that any claim regarding overpayment must be asserted within one (1) year from the date such Ordered Products were invoiced to Buyer. All claims not asserted within such one (1) year period shall be deemed irrevocably waived. Shortages or errors in quantity of the Ordered Products must be reported by Buyer in writing within thirty (30) days from receipt of shipment to secure an adjustment for the same.

4. Buyer's wrongful refusal to accept Ordered Products, or cancellation or repudiation of any Purchase Order to purchase Ordered Products shall entitle MFT to recover, in addition to any incidental damages caused by Buyer's wrongful refusal to accept, cancellation or repudiation, either: (a) in the case of Ordered Products which cannot reasonably be resold by MFT to a third party, the invoiced price for such Ordered Products; (b) in the case of Ordered Products for which other buyers are reasonably readily available, or where an action for the price is not otherwise permitted by applicable laws or regulations, either (at MFT's option): (i) damages equal to the profit (including reasonable overhead) which MFT would have realized had Buyer fully performed, or (ii) 20% of the contract price as liquidated damages; or (c) in the case of special orders, MFT's expenses incurred prior to receipt by MFT of notice of cancellation by Buyer, in connection with providing special services, developing special equipment, purchasing special supplies and the like, plus any profit (including reasonable overhead) which

MFT would have realized had Buyer fully performed. In each situation set out in (a), (b) and (c) above, MFT shall also be entitled to recover any applicable costs of collection, the lesser of eighteen percent (18%) interest per annum or the maximum interest rate permitted by law, and MFT's reasonable attorney's fees ("Costs") incurred as a result of Buyer's wrongful refusal to accept, cancellation or repudiation.

5. MFT will not be responsible for any failure or delay in the performance of all or any part of any Purchase Order caused by acts of God and nature, intervention of government, war or threat of war, acts of terrorism, conditions similar to war, sanctions, blockades, embargoes, strikes, lockouts or other causes or circumstances beyond the reasonable control of MFT. MFT shall not be required to resolve a strike, lockout or other labor problem in a manner which MFT does not, in its sole discretion, deem advisable. MFT may experience shortages, as a result of raw material shortages or as a result of unexpected increases in demand for the Ordered Products. Under such circumstances, or in the event of any contingency referenced above, MFT reserves the right to allocate the products in its sole discretion. Buyer agrees to excuse MFT from any and all liability resulting from such shortages or such allocation decision. The provisions of this paragraph shall be effective even where the shortage or contingency invoked by MFT shall have been in effect on the date a particular Purchase Order was accepted, provided that MFT was unaware of such shortage or contingency at such time.

6. MFT may supply or make available certain documentation for installation and operation of Ordered Products in print or electronic form, and including user and technical information (the "SEA-Mate Manual"). Buyer's access to and use of the SEA-Mate Manual shall be for its own installation and use of the Ordered Products, and Buyer shall not make or distribute copies of the SEA-Mate Manual except within Buyer's organization as required to install and/or operate the Ordered Products. Upon expiration or termination of these Purchase Terms and Conditions or cancellation of any Purchase Order hereunder, Buyer shall return or destroy all copies of the SEA-Mate Manual (or such portions thereof pertaining to a canceled Purchase Order) that were made or provided to it, and upon request from MFT, certify in writing that such destruction or return is complete.

7. MFT may also supply or make available to Buyer information (including but not limited to Material Safety Data Sheets) and warnings concerning the safety and health aspects of the Ordered Products. Buyer agrees to communicate such information and warnings to Buyer's employees, agents, contractors and customers, and to require such persons to further communicate such information and warnings to all persons that they may reasonably foresee will be exposed to or handle such Ordered Products.

8. To the extent that the Ordered Products may include certain software elements, including stand-alone applications, utilities, or embedded or firmware software ("Software"), Buyer's access to and use of such Software will be governed by the applicable end user license agreement terms provided by MFT with such Software (the "EULA"). Buyer's use of any Software shall indicate its acceptance of and agreement to the applicable EULA terms. If MFT does not disclose any EULA terms to Buyer at or prior to the time of Buyer's purchase of any Ordered Products that include Software, the EULA terms available at www.marinefluid.dk shall govern Buyer's access to and use of such Software. In no event will any license or other right to use the Software survive the expiration or termination of these Purchase Terms and Conditions. Upon expiration or termination of these Purchase Terms and Conditions or cancellation of any Purchase Order hereunder, any applicable EULA terms for the affected Ordered Products provided hereunder shall be deemed simultaneously expired or terminated.

9. With respect to the Ordered Products, MFT warrants as follows (the "Warranty"):

a. MFT will undertake commercially reasonable efforts to pass through to Buyer the benefit of any warranty protections available to MFT under its contractual relationship with any third party original equipment manufacturers of the Ordered Products (or components thereof);

b. MFT will repair or replace, at MFT's option, any defective parts that fail under normal use during the applicable warranty period; and

c. MFT will provide labor, at no additional charge to Buyer, on all covered repairs by an MFT authorized service representative during the applicable

warranty period (excluding any applicable charges for emergency calls, nuisance calls, mileage, overtime or shipping).

10. The Warranty shall be applicable only to the 365 day period following the date of receipt for the Ordered Products (the "Limited Warranty Period") or date of Product commissioning if commissioning is performed by MFT, unless Buyer optionally extends the Limited Warranty Period to an additional 365 day term (*i.e.*, for a maximum total of 730 days following the invoice date for the Ordered Products) by so indicating upon the Purchase Order (an "Extended Warranty Period"). Charges for Buyer's election of an Extended Warranty Period shall be at MFT's then-current rates, or as otherwise indicated on the applicable Purchase Order.

11. MFT's obligations under the Warranty are subject to the following conditions:

- a. any restrictions or limitations of any third-party manufacturers or service providers, including parts availability, contract terms, and applicable legal and regulatory requirements;
- b. all defective parts must be returned to MFT, at Buyer's expense, within thirty (30) days;
- c. the Warranty applies only against defects discovered within the applicable warranty period and extends only to the benefit of Buyer, and all claims must be made within the applicable original warranty period;
- d. parts repaired or replaced under the terms of the Warranty will be warranted only for the remainder of the applicable warranty period;
- e. an inspection charge and/or a restocking fee may apply in cases where parts or equipment have been improperly returned as defective and/or as being in warranty;
- f. Buyer shall remain responsible for inspection and testing of the replacement parts or warranty labor, including confirming physical operation of each unit and correction of any Buyer-specific configurations or minor deficiencies;
- g. the Warranty applies to the Ordered Products only while such Ordered Products remain in the possession of the Buyer and proof of purchase is demonstrated;
- h. the covered Ordered Product has not been subjected to accident, misuse, abuse, improper service, or mechanical, electrical or modification not authorized by MFT; and
- i. the Warranty does not cover damage or product failure caused by electrical wiring not in compliance with electrical codes or specifications in the SEA-Mate Manual, or failure to provide reasonable and necessary maintenance in accordance with the SEA-Mate Manual.

12. The Warranty shall not apply to:

- a. the Software components of any Ordered Products;
- b. normal wear and tear, consumables and cosmetic items;

- c. Ordered Products missing a serial number or with a serial tag that has been altered or defaced;
- d. service calls to correct installation of the product or instruct Buyer on use of the Ordered Product; or
- e. any labor costs incurred beyond the applicable warranty period.

13. Changes or modifications to the Ordered Product(s) that are not expressly approved by the manufacturer of the product could void the Warranty and/or Buyer's authority to operate the product. THE WARRANTY REFERENCED OR PROVIDED ABOVE IS THE ONLY WARRANTY PROVIDED BY MFT AND IS IN PLACE OF AND (TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS) IS TO THE EXCLUSION OF ANY OTHER WARRANTY, WHETHER EXPRESS

OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY EXCLUDED. Subject to Section 9.a above, in no event shall MFT be responsible for goods manufactured by other parties.

14. Buyer's sole and exclusive remedy for any Ordered Products proven to be other than as warranted, whether based upon breach of warranty, tort, (including negligence), breach of contract, breach of statutory duty or otherwise, shall be, at MFT's option: (a) replacement of the Ordered Products, without charge, carriage paid to Buyer's facility; or, (b) refund of the invoiced price paid in respect of such Ordered Products, plus commercially reasonable charges in connection with the return or disposition of Ordered Products. To effect this sole and exclusive remedy, Buyer must make its claim for breach of warranty within either the Limited Warranty Period or the Extended Warranty Period, as applicable, and any such claim not made within such period shall be irrevocably waived.

15. MFT's total aggregate liability with respect to any Ordered Products, for any and all loss or damage to Buyer, or any other loss, damage, expense or claim, resulting from any cause whatsoever (whether based on damaged or defective goods, irrespective of whether such damages or defects are discoverable or latent, or MFT's limited warranty shall fail of its essential purpose, or any other reason), and whether based upon breach of warranty, tort (including negligence), breach of contract, breach of statutory duty or otherwise, shall in no event exceed the aggregate invoiced purchase price of the particular Ordered Products under the applicable Purchase Order with respect to which such losses, damages, expenses or costs are claimed. MFT shall have no liability to any person other than Buyer by virtue of the sale of the Ordered Products or any other matters contemplated by these Purchase Terms and Conditions. The limitation of liability set forth in this paragraph shall survive termination or cancellation of these Purchase Terms and Conditions. IN NO EVENT SHALL MFT BE LIABLE FOR ANY (A) LOSS OF PROFIT, (B) LOSS OF REVENUE, (C) LOSS OF ANTICIPATED SAVINGS, (D) LOSS OF CONTRACT OR OPPORTUNITY, (E) LOSS OF GOODWILL, OR (F) ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT OR PUNITIVE LOSSES OF WHATEVER NATURE (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF A TYPE DESCRIBED IN (A) TO (E) ABOVE (INCLUSIVE) WHICH WOULD BE REGARDED AS SPECIAL, INDIRECT, OR CONSEQUENTIAL) TO ANY PERSON, WHETHER BASED UPON BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, BREACH OF STATUTORY DUTY OR OTHERWISE, IN EACH CASE WHETHER OR NOT REASONABLY FORESEEABLE OR CONTEMPLATED BY EITHER PARTY AND REGARDLESS OF WHETHER THE REPLACEMENT OR REFUND REMEDY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE OR FOR ANY OTHER REASON WHATSOEVER.

16. The limitations and exclusions of liability in Sections 14 and 15 above shall not apply in respect of: (a) fraud or fraudulent misrepresentation, or (b) death or personal injury arising from a Party's negligence.

17. No statement or recommendation made or assistance given by MFT, or its representatives, either oral or in any literature or other documentation, to Buyer, its customers or any other persons in connection with the purchase, use or installation by Buyer, its customers or any other persons, of any Product sold hereunder, shall constitute a waiver by MFT of any provision hereof or affect MFT's liability as herein defined; and no such statement, recommendation or assistance that is not expressly required by the provisions of these Purchase Terms and Conditions shall subject MFT to any liability of any nature whatsoever.

18. The purchase of the Ordered Products from MFT shall not entitle Buyer to use, register, or otherwise identify Buyer or its business with the name, trademark, service mark or other identity of MFT. Should Buyer violate this provision, MFT may avail itself of all remedies provided for by law or in equity, including, without limitation, injunctive relief.

19. Buyer represents and warrants that it has complied and/or will comply with all applicable laws, rules and regulations pertaining to the export, import and movement of the Ordered Products sold hereunder. All drawbacks of duties paid on items used in the manufacture of the Ordered Products delivered hereunder shall accrue to MFT, and Buyer agrees to furnish MFT with all documents and cooperation necessary to obtain payment of such drawbacks.

20. Terms of payment shall be net thirty (30) days from the date of MFT's invoice, unless other specific terms of payment are stated in the Purchase Order and accepted in advance and in writing by an authorized employee or

agent of MFT. If at any time MFT, in its sole discretion, deems Buyer's credit unsatisfactory or in any way impaired, MFT reserves the right, among other remedies, to: (a) terminate the Purchase Order and these Purchase Terms and Conditions, and suspend further deliveries; (b) require Buyer to obtain and deliver a documentary letter of credit sufficient to cover any invoiced amounts; or (c) to require payment either by: (i) cash with the order; (ii) cash payment by sight draft against bill of lading; or, (iii) cash on delivery (C.O.D.). Under (i) and (ii) in the foregoing sentence, Buyer will be responsible for all of MFT's Costs as defined herein. Notwithstanding any provision contained herein to the contrary, each shipment of Ordered Products by MFT shall be deemed a separate and independent transaction and payment therefore shall be made accordingly.

21. Ordered Products may only be returned for credit with the written permission of MFT within six (6) months from the date of delivery of such Ordered Products. Only standard Ordered Products regularly maintained in stock by MFT, which have not been used, and which are in resalable condition will be considered for return by Buyer for credit. Ordered Products must be returned to MFT in good, resalable condition, freight prepaid. Credit for returned Ordered Products will be allowed in MFT's sole discretion based on the condition of the returned Ordered Products.

22. Default.

a. any Purchase Order(s) and these Purchase Terms and Conditions shall terminate automatically, without necessity of notice, in the event that Buyer makes an assignment for the benefit of creditors, is adjudicated a bankrupt or in the event of the filing of any voluntary or involuntary petition in bankruptcy against Buyer or the appointment of a receiver for Buyer or any substantial part of its properties.

b. except as otherwise specifically provided herein, if Buyer fails to perform in accordance with any of these Purchase Terms and Conditions, MFT may, at its option: (i) defer its performance under these Purchase Terms and Conditions until the default is cured by Buyer, or (ii) treat such default as a breach of these Purchase Terms and Conditions and, if such default is not cured within thirty (30) days after the giving of notice thereof to Buyer (or, in the case of default in payment of monies, within ten (10) business days), may immediately terminate the affected Purchase Order(s) and these Purchase Terms and Conditions upon notice to Buyer.

c. In the event that these Purchase Terms and Conditions contemplate an on-going supplier/purchaser relationship between the Parties involving the performance of obligations over a definite period of time pursuant to a written supply arrangement then, except as otherwise specifically provided herein, if MFT fails to perform in accordance with any of these Purchase Terms and Conditions, Buyer may, at its option: (i) defer its performance under these Purchase Terms and Conditions until the default is cured by MFT, or (ii) treat such default as a breach of these Purchase Terms and Conditions and, if such default is not cured within thirty (30) days after the giving of notice thereof to MFT (or, in the case of default in payment of monies, within ten (10) business days), may immediately terminate the affected Purchase Order(s) and these Purchase Terms and Conditions upon notice to MFT.

d. Termination of this Agreement for any reason shall be without prejudice to any accrued right or action of either party.

23. These Purchase Terms and Conditions, together with any terms and conditions contained in a Purchase Order duly accepted by MFT in writing will constitute the entire agreement between MFT and Buyer with respect to the matters contained therein, and supersede all prior oral or written representations, proposals, correspondence, discussions, negotiations and agreements. No course of prior dealings and no usage of the trade shall be relevant to supplement, explain or modify any terms contained herein.

24. By acceptance of a Purchase Order, MFT agrees to comply to the best of its ability with the provisions of any applicable law, and all valid regulations and orders thereunder to the extent required thereby. Any such provisions which are required to be included herein shall be deemed incorporated herein by reference.

25. MFT and Buyer are independent contracting parties and nothing in these Purchase Terms and Conditions or the Purchase Order shall be construed as

constituting or making Buyer or MFT as franchiser, franchisee, employee, employer, partner, broker or agent of the other. Each Party is an independent contractor and neither shall have any power, right or authorization to bind the other or to assume or create any obligations or responsibilities, express or implied, on behalf of the other or in the other's name.

26. The Purchase Order and these Purchase Terms and Conditions are to be construed according to the laws of Denmark without regard to its conflict of laws principles that may require the application of laws of another jurisdiction. If any dispute arises out of or in connection with this Purchase Order and / or these Purchase Terms and Conditions including any question regarding its existence, validity or termination, it shall be settled by arbitration in accordance with the Rules of Procedure of the Danish Institute of Arbitration (Danish Arbitration). The arbitration tribunal shall be composed of three (3) arbitrators. Each Party appoints one arbitrator and the Institute appoints the chairman of the arbitration tribunal. If a Party has not appointed an arbitrator within 30 days of having respectively requested or received notice of the arbitration such arbitrator is appointed by the Institute. The place of arbitration shall be Copenhagen, Denmark and the language of the proceedings shall be English. The Parties, the arbitration tribunal and the Danish Institute of Arbitration shall keep confidential all awards made, together with all materials in the proceedings created for the purpose of the arbitration, and all other documents produced by a Party in the proceedings not otherwise in the public domain – save and to the extent that disclosure may be required of a Party by legal duty, to protect or pursue a legal right or to enforce or challenge an award in bona fide legal proceedings before a court or other competent judicial authority.

27. If any provision of these Purchase Terms and Conditions or the Purchase Order is deemed invalid or unenforceable by any court of competent jurisdiction or under any statute, regulation, ordinance, executive agreement or other rule of law, such provision shall be deleted or modified, at the election of the Parties, but only to the extent necessary to comply with such ruling, statute, regulation, ordinance, agreement or rule, and the remaining provisions of these Purchase Terms and Conditions and the Purchase Order shall remain in full force and effect.

28. No change, modification or waiver of any provision of these Purchase Terms and Conditions shall be valid or binding unless it is accepted in writing by an authorized employee or agent of MFT. A waiver by either Party of any breach or failure to enforce any term or condition of these Purchase Terms and Conditions shall not in any way affect, limit or waive such Party's right at any time to enforce strict compliance with that or any other term or condition of these Purchase Terms and Conditions.

29. Buyer may not assign its rights or delegate its obligations hereunder or under the Purchase Order without MFT's prior written consent, and any attempted assignment or delegation without such consent shall be deemed null and void.

30. Buyer is solely responsible for compliance with laws or regulations applicable to sale, movement, use or purchase of the Ordered Products, including any export controls, sanctions or other trade restrictions. In particular, and without limitation, Buyer certifies that it will not transport the Ordered Products to, or use such Ordered Products in any manner that would violate (or would cause Seller to be in violation of) export controls, sanctions, or other trade restrictions applicable to the sale, use, movement or purchase of such Ordered Products. In particular, and without limitation of the foregoing, Buyer will not use the Ordered Products in a manner that would: (a) violate (or cause Seller to be in violation of) the United States' Trading with the Enemy Act (50 U.S.C. App. §§ 1-44, as amended), or the International Economic Emergency Powers Act (50 U.S.C. §§ 1701-1706), (b) involve a sale or business dealings with any person(s) listed as Specially Designated Nationals by the United States Treasury Department from time to time at <http://www.treas.gov/offices/enforcement/ofac/sdn> (or any successor URL), or (c) involve a sale for export to any person(s) designated by the United States Commerce Department as Denied Persons from time to time at <http://www.bis.doc.gov/dpl/Default.shtm> (or any successor URL).

31. All third party rights are excluded and no third party shall have any right to enforce these Purchase Terms and Conditions pursuant to the Contract (Rights of Third Parties) Act 1999.