

SEW-Eurodrive, Inc.

Terms and Conditions for Sale of Goods

1. APPLICABILITY AND SCOPE

These terms and conditions of sale ("Terms") are the only terms which govern the sale of goods ("Goods") by SEW-Eurodrive, Inc. ("Seller") for this transaction with the buyer of these Goods ("Buyer"). Notwithstanding anything herein, if a written contract signed by both parties is in existence covering the sale of these Goods, those terms and conditions shall prevail over these Terms to only the extent they are inconsistent.

These Terms along with the terms and acknowledgments contained in the Quotation, Invoice, and/or Confirmation of Sale sent to Buyer from Seller shall collectively be referred to as the "Agreement" and shall comprise the entire agreement between the parties, and shall supersede all prior or contemporaneous understandings, agreements, negotiations, representations, warranties, and communications, whether written or oral. These Terms shall prevail over any Buyer's terms and conditions of purchase regardless of whether or when Buyer has submitted such terms or purchase order. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not in any way modify or amend these Terms. Seller objects to any of Buyer's differing terms and refuses to proceed thereunder. Where appropriate, these Terms shall serve as Seller's counteroffer to Buyer's solicitation of Goods from Seller. These Terms may only be amended or modified in a writing which specifically states it amends these Terms and is signed by Seller's authorized representative.

2. QUOTATIONS AND PRICE

Quotations for the price of Goods apply only the specific Goods for that specific transaction and are governed by the terms of the Quote itself. Otherwise, prices are subject to change without prior notice and are sold are subject to the price in effect at the time of shipment.

3. TAXES

Prices do not include sales, use, excise, or other similar taxes, duties and charges imposed by any governmental authority on any amounts payable by Buyer. Buyer shall pay the amount of any such taxes or other charges or shall reimburse Seller for any amounts Seller is required to pay.

4. PAYMENT TERMS

Unless otherwise specifically authorized, terms of payment are 30 days Net from the date of invoice for Buyers with approved credit. Seller may require, for reasons of insecurity based on financial condition or otherwise (including past nonpayment or exceeding credit limits), full or partial payment in advance of delivery. Seller may charge interest on any outstanding balance beyond the approved payment date at 2.0% or the highest rate permissible under applicable law, applied and calculated daily and compounded monthly, until such payment is received. Unless otherwise specified by Customer via payment remittance, or otherwise agreed to by the Parties, all payments received shall be first applied to interest, then to the principal of the oldest outstanding invoices.

Pro rata payments shall become due as delivery is made. Seller's delivery of a quantity of Goods on a piecemeal basis shall not entitle Buyer to object to or reject the Goods or any portion thereof. Payment for Goods whose delivery is delayed at the request of Buyer shall become due when Seller is prepared to make delivery. Increased costs by reason of delay caused by Buyer shall be paid by Buyer. In addition to all other available remedies, Seller reserves the right to stop or suspend delivery for nonpayment where such failure continues 10 days after written notice thereof. Buyer shall not withhold payment for any amounts due and payable by reason of any set-off claim or dispute with Seller.

5. CHANGES

Seller will not accept any changes in order or specification unless such changes are requested by Buyer and agreed to in writing by an authorized representative of Seller. Buyer agrees to pay, in addition to the purchase price, a set sum determined by Seller to accommodate or effectuate such change or changes.

6. DELIVERY, TITLE, RISK OF LOSS

Any indicated delivery dates for any Goods are approximate only and Seller reserves a reasonable time to fulfill all orders. Seller shall not be liable for any delays in delivery by reason of force majeure or causes beyond Seller's reasonable control. Seller may, in its discretion and without penalty or liability, make partial delivery of Goods to Buyer. Each delivery will constitute a separate sale, and Buyer shall pay for all units delivered whether they satisfy the Buyer's order in whole or in part.

Unless otherwise agreed to by Seller, delivery shall be made to Seller's facility and shall be FOB Origin from Seller's facility. Title and Risk of Loss passes to Buyer upon delivery of the Goods. As collateral for the payment of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to the right, title, and interest of Buyer in, to, and under the Goods, wherever located or however arising whether now or hereafter, and all proceeds (including insurance proceeds) of the foregoing. This security interest shall constitute a purchase money security interest under the applicable laws of South Carolina. Buyer hereby grants to Seller whatever power and authority necessary to protect and perfect that interest, including power for the filing of financial statements or other similar documents.

7. PATENT INDEMNIFICATION

Seller shall indemnify and hold harmless Buyer against all claims or actions that are instituted against Buyer alleging that Buyer has infringed on the patent rights of others by using, reselling, or promoting the sale or resale of Seller's Goods. Notwithstanding the foregoing, Seller shall not be obligated hereunder if: (a) Buyer fails to give Seller prompt notice of any such claims or actions, or (b) Such claims or actions are based wholly or in part on the existence or operation of any complete installation or apparatus incorporating Seller's products as components and which is designed or manufactured by Buyer or a party other than Seller.

8. REGULATORY LAWS OR STANDARDS

Buyer shall comply with all applicable laws, regulations, and ordinances and shall obtain or maintain all necessary licenses, permissions, authorizations, consents, and permits including complying with all export and import laws and requirements. Buyer shall not resale or distribute the Goods in any manner that violates any state, federal, or international laws or Seller's Corporate Social Responsibility Program, available at <http://v5.ptpilot.com/Social.pdf>. Buyer shall notify Seller in the event Buyer intends to sell the Goods to, or incorporate them into another product for the purpose of selling to, any governmental agency. Seller makes no representation that the Goods conform to any state, local, or federal laws, ordinances, regulations, codes or standards except as may be otherwise agreed to in writing by an authorized representative of Seller.

9. LIMITED WARRANTY

Seller warrants to Buyer that for a period of 12 months from the date the Goods are placed into Service by Buyer, or for 18 months after delivery, whichever is sooner ("Warranty Period"), that

such Goods will be free from material defects in material and workmanship. This Warranty does not include or cover parts subject to replacement due to operational degradation or wear and tear (viz. belts, traction elements, etc.), nor does it cover costs associated with installation, removal, dismantling, or reinstallation.

EXCEPT FOR THE WARRANTY SET FORTH ABOVE, GOODS ARE SOLD "AS IS" AND SELLER MAKES NO WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

Furthermore, any equipment or components manufactured or created by third parties which may be contained in the Goods are not covered by this Limited Warranty and are subject only to whatever warranty may be granted by the third party creator, if any.

Seller shall not be liable for any breach of Warranty unless: (i) Buyer gives written notice of the defect immediately when Buyer discovers or should have discovered the defect, (ii) Seller is given a reasonable opportunity to examine such Goods, and (iii) Seller can reasonably verify Buyer's claim that such Goods are defective. Seller shall not be liable for any Warranty claims where: (a) Buyer makes further use of the Goods after discovery and notice of the defect, (b) the defect arises by Buyer's own misuse, improper storage, installation, or maintenance of the Goods or by acting contrary to Seller's written or oral instructions related to the Goods, or (c) Buyer makes (or causes to be made) alterations, repairs, or services on the Goods without prior written consent of Seller.

Seller shall, in its sole discretion, elect to either: (a) repair or replace defective Goods or parts thereof, or (b) credit or refund such Goods at the pro rata contract rate. Any and all replacement Goods or parts shall be delivered pursuant to Section 6 of these Terms.

THE REMEDIES SET FORTH IN THIS SECTION SHALL BE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY.

10. DAMAGES; LIMITATION OF

IN NO EVENT SHALL SELLER BE LIABLE FOR ANY LOSS OF USE, OPERATION, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, LIQUIDATED, OR PUNITIVE DAMAGES WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE. THIS APPLIES REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, TORT, OR OTHERWISE EXCEED THE AMOUNTS PAID TO SELLER FOR THE GOODS SOLD HEREUNDER. THIS LIMITATION OF LIABILITY, HOWEVER, SHALL NOT APPLY TO LIABILITY FOR DEATH OR BODILY INJURY RESULTING FROM SELLER'S OWN GROSS NEGLIGENCE OR WILLFUL CONDUCT.

11. TERMINATION; DEFAULT; INSOLVENCY

In addition to, and without limitation of, any other remedies provided to Seller by these Terms or by law, Seller may terminate this Agreement, and any other agreement with Buyer, with immediate effect upon written notice to Buyer, if Buyer: (a) fails to pay any amount due under this Agreement, (b) has not performed or complied with or otherwise defaulted on the obligations under this Agreement, or (c) becomes insolvent, files a petition for bankruptcy, undergoes a substantial change of ownership, or commences or has commenced against it any proceeding related to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

Any order placed and accepted by the parties or otherwise in the process of fulfillment is not subject to cancellation unless agreed to in writing by an authorized representative of Seller. Cancellations may be subject to any reasonable charges based upon expenses incurred and commitments made by Seller prior to cancellation.

Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in performing under this Agreement to the extent such failure or delay is the result of force majeure.

12. INTELLECTUAL PROPERTY, CONFIDENTIAL INFORMATION

Unless specifically granted in writing by a designated Officer of Seller, nothing in this Agreement or related to this transaction in any way grants Buyer any ownership or other interest in any of Seller's Intellectual Property Rights, which Seller shall retain in full. Furthermore, Buyer shall have no right to use or disclose any of Seller's confidential information or trade secrets. Confidentiality or Non-Disclosure Agreements may only be entered into by an authorized representative of Seller.

13. MISCELLANEOUS

All matters arising out of or related to this Agreement are governed by and construed in accordance with the laws of South Carolina without effect to any choice or conflict of law rules or provisions, expressly excluding the CISG. The parties hereby submit to the sole and exclusive jurisdiction of the state or federal courts of South Carolina for all disputes, actions, or proceedings arising out of or related to this Agreement. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the express prior written consent of Seller, and all purported assignments or delegations in violation of this Agreement shall be null and void. No amendment or waiver by Seller of any provision of this Agreement is effective unless set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any provision or right granted thereby of this Agreement shall be construed as waiver thereof. If any term or provision of this Agreement is found invalid, illegal, or unenforceable in any relevant jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement; nor shall it strike, invalidate, or render unenforceable or ineffectual such term or provision in any other jurisdiction. The terms and provisions of this Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns. However, nothing herein, express or implied, is intended or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms. Provisions of these Terms which by their nature should apply beyond the term of this Agreement or transaction will remain in force after any termination or expiration thereof; this includes, by way of example, the following terms or provisions: compliance with laws, confidential information, intellectual property, limitation of liability, limitation of damages, waiver, governing law, submission to jurisdiction, assignability, and survival.

SEW-Eurodrive, Inc.

Terms and Conditions for Provision of Services

1. APPLICABILITY AND SCOPE

These terms and conditions for services ("Terms") are the only terms which govern the sale or provision of services ("Services") by SEW-Eurodrive, Inc. ("Service Provider") for this transaction with the purchaser of these Services ("Customer"). Notwithstanding anything herein, if a written contract signed by both parties is in existence covering these Services, those terms and conditions shall prevail over these Terms only to the extent they are inconsistent.

These Terms along with the terms and acknowledgments contained in the Quotation, Invoice, and/or Confirmation of Sale sent to Customer from Service Provider shall collectively be referred to as the "Agreement" and shall comprise the entire agreement between the parties, and shall supersede all prior or contemporaneous understandings, agreements, negotiations, representations, warranties, and communications, whether written or oral. These Terms shall prevail over any of Customer's terms and conditions of purchase regardless of whether or when Customer has submitted such terms or purchase order. Fulfillment of Customer's order does not constitute acceptance of any of Customer's terms and conditions and does not in any way modify or amend these Terms. Service Provider objects to any of Customer's differing terms and refuses to proceed thereunder. Where appropriate, these Terms shall serve as Service Provider's counteroffer to Customer's solicitation of Services from Service Provider. These Terms may only be amended or modified in a writing which specifically states it amends these Terms and is signed by Service Provider's authorized representative.

2. SERVICES

Service Provider shall provide the Services, and only the Services, to Customer as described in this Order Confirmation or Quotation (whichever is applicable) in accordance with these Terms.

3. PAYMENT TERMS

Customer shall pay the fees as set forth in the Order Confirmation or Quotation (whichever is applicable). Customer further agrees to reimburse Service Provider for all reasonable travel and out-of-pocket expenses incurred in connection with performance of the Services. Unless otherwise specifically agreed to, Customer shall pay all invoiced amounts Net 30 days from the date of Service Provider's Invoice.

Customer shall have no right of set off for disputed amounts due to Service Provider. In the event Customer does not provide payment to Service Provider as set forth herein, Service Provider may charge interest on any such unpaid amounts at a rate of 2.0% or the highest rate permissible by law applied and calculated daily and compounded monthly, suspend performance of all Services, or both. Unless otherwise specified by Customer via payment remittance, or otherwise agreed to by the Parties, all payments received shall be first applied to interest, then to the principal of the oldest outstanding invoices.

4. TAXES

Prices and fees do not include sales, use, excise, or other similar taxes, duties and charges imposed by any governmental authority on any amounts payable by Customer. Customer shall pay the amount of any such taxes or other charges or shall reimburse Service Provider for any amounts Service Provider is required to pay.

5. PERFORMANCE & DELIVERY DATES

Any indicated performance dates or dates of completion of Deliverables are approximate only and Service Provider reserves a reasonable time to fulfill all orders. Service Provider shall not be liable for any delays in delivery or performance by reason of force majeure or causes beyond Service Provider's reasonable control.

6. CHANGES

If either Party wishes to change the scope or performance of the Services, it shall submit details of the requested change to the other party in writing. Service Provider shall, within a reasonable time after such request, provide a written estimate to Customer of (i) the nature and likely time required to implement the change, (ii) necessary variations or additions to fees and other charges, (iii) likely effect of the change to the overall Services, and (iv) any other effect the change might have on the Agreement. The parties shall then negotiate and agree in writing to the terms of any change ("Change Order"). Service Provider shall not be bound by any Change Order unless signed by the Service Provider. Service Provider may, however, change the Services without consent of Customer provided that such changes do not materially affect the nature, scope, or fees of the Service.

7. CUSTOMER OBLIGATIONS

Customer shall cooperate with Service Provider in all matters relating to the Services and provide such access to Customer's premises, and such office accommodation and other facilities as may be reasonably requested by Service Provider for the purpose of performing the Services along with providing complete and accurate copies of all materials or information that Service Provider may reasonably request to carry out the Services. Customer shall also respond promptly to any Service Provider request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary to for Service Provider to perform Services in accordance with the requirements of this Agreement. Customer shall further 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.

Where Service Provider's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, Service Provider shall not be deemed to be in breach of any obligations under this Agreement or otherwise liable for any costs, charges, fees, or losses associated with such prevention or delay.

8. REPRESENTATION AND WARRANTY

Service provider represents and warrants to Customer that it shall perform the Services using personnel of required skill, experience, and qualifications and shall do so in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

The Service Provider shall not be liable for breach of this warranty set forth above unless Customer gives written notice of the defective Services, reasonably described, to Service Provider within days of the time when Customer discovers or ought to have to have discovered that the Services were defective. Upon such notice, Service Provider shall, in its sole discretion, either repair/re-perform such Services (or the defective portion thereof) or credit/refund the price of such Services at the pro rata contract rate.

THE REMEDIES SET FORTH IN THIS SECTION SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SERVICE PROVIDER'S ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY.

EXCEPT FOR THE WARRANTY SET FORTH ABOVE, SERVICES ARE PROVIDED "AS IS" AND SERVICE PROVIDER MAKES NO WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

Furthermore, any equipment or components manufactured or created by third parties which may be contained in any Goods subject to Services are not covered by this Limited Warranty and are subject only to whatever warranty may be granted by the third party creator, if any.

9. REGULATORY LAWS OR STANDARDS

Customer shall comply with all applicable laws, regulations, and ordinances and shall obtain or maintain all necessary licenses, permissions, authorizations, consents, and permits including complying with all export and import laws and requirements. Customer shall not seek out or use the Services in any manner that violates any state, federal, or international laws or Service Provider's Corporate Social Responsibility Program, available at <http://v5.ptpilot.com/Social.pdf>.

10. DAMAGES and LIABILITY ; LIMITATION OF

IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE FOR ANY LOSS OF USE, OPERATION, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, LIQUIDATED, OR PUNITIVE DAMAGES WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE. THIS APPLIES REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, IN NO EVENT SHALL SERVICE PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, TORT, OR OTHERWISE EXCEED THE AMOUNTS PAID TO SERVICE PROVIDER FOR THE SERVICES PROVIDED HEREUNDER. THIS LIMITATION OF LIABILITY, HOWEVER, SHALL NOT APPLY TO LIABILITY FOR DEATH OR BODILY INJURY RESULTING FROM SERVICE PROVIDER'S OWN GROSS NEGLIGENCE OR WILLFUL CONDUCT.

11. TERMINATION; DEFAULT; INSOLVENCY

In addition to, and without limitation of, any other remedies provided to Service Provider by these Terms or by law, Service Provider may terminate this Agreement, and any other agreement with Customer, with immediate effect upon written notice to Customer, if Customer: (a) fails to pay any amount due under this Agreement, (b) has not performed or complied with or otherwise defaulted on the obligations under this Agreement, or (c) becomes insolvent, files a petition for bankruptcy, undergoes a substantial change of ownership, or commences or has commenced against it any proceeding related to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

Any order placed and accepted by the parties or otherwise in the process of fulfillment is not subject to cancellation unless agreed to in writing by an authorized representative of Service Provider. Cancellations may be subject to any reasonable charges based upon expenses incurred and commitments made by Service Provider prior to cancellation.

Service Provider shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in performing under this Agreement to the extent such failure or delay is the result of force majeure.

12. INSURANCE

During the term of this Agreement, Customer 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 Service Provider's request, Customer shall provide Service Provider with a certificate of insurance from Customer's insurer evidencing the insurance coverage specified in these Terms.

13. INTELLECTUAL PROPERTY, CONFIDENTIAL INFORMATION

Unless specifically granted in writing by a designated Officer of Service Provider, nothing in this Agreement or related to this transaction in any way grants Customer any ownership or other interest in any of Service Provider's Intellectual Property Rights, which Service Provider shall retain in full. Furthermore, Customer shall have no right to use or disclose any of Service Provider's confidential information or trade secrets absent express written permission. Confidentiality or Non-Disclosure Agreements may only be entered into by an authorized representative of Service Provider.

14. MISCELLANEOUS

All matters arising out of or related to this Agreement are governed by and construed in accordance with the laws of South Carolina without effect to any choice or conflict of law rules or provisions. The parties hereby submit to the sole and exclusive jurisdiction of the state or federal courts of South Carolina for all disputes, actions, or proceedings arising out of or related to this Agreement. Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the express prior written consent of Service Provider, and all purported assignments or delegations in violation of this Agreement shall be null and void. No amendment or waiver by Service Provider of any provision of this Agreement is effective unless set forth in writing and signed by Service Provider. No failure to exercise, or delay in exercising, any provision or right granted thereby of this Agreement shall be construed as waiver thereof. If any term or provision of this Agreement is found invalid, illegal, or unenforceable in any relevant jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement; nor shall it strike, invalidate, or render unenforceable or ineffectual such term or provision in any other jurisdiction. The terms and provisions of this Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns. However, nothing herein, express or implied, is intended or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms. Provisions of these Terms which by their nature should apply beyond the term of this Agreement or transaction will remain in force after any termination or expiration thereof; this includes, by way of example, the following terms or provisions: compliance with laws, confidential information, intellectual property, limitation of liability, limitation of damages, waiver, governing law, submission to jurisdiction, assignability, and survival.