1. Definitions

"Terms and Conditions" means the terms to which Seller is obligated when it delivers Products or Services under the Contract.

"Contract" means either the contract agreement signed by both parties, or the purchase order signed by Buyer and accepted by Seller in writing.

"Incoterms 2010" are the Incoterms 2010 rules for the interpretation of international commercial sales of goods, adopted by the International Chamber of Commerce.

"Invoice" means a invoice that meets applicable legal requirements.

2. Payment

2.1 Buyer shall pay for the Products and Services by paying all invoiced amounts in U.S. dollars, without set-off or any other deduction, within thirty (30) days from the invoice date. If the Contract Price is less than $2,500,000, Buyer shall pay for the Products and Services within thirty (30) days from the invoice date. If the Contract Price is less than $2,500,000, Buyer shall pay for the Products and Services within thirty (30) days from the invoice date.

2.2 As and if requested by Seller, Buyer shall, at its expense establish and keep in force payment security in the form of an acceptable Surety, Bank Letter of Credit, Cash, Bank Draft, or government bond acceptable to Seller. The surety shall be for an amount representing all sums due to Seller at any time under the Contract.

3. Taxes and Duties

3.1 Seller shall be responsible for all corporate taxes measured by net income due to performance of or payment for work under this Contract ("Seller Taxes"). Buyer shall be responsible for all taxes, duties, fees, or other charges of any nature (including, but not limited to, sales, use, excise, intangible, property, or franchise taxes, and any fees or charges for permits or licenses, and any governmental fees, duties, or charges) incurred by Buyer in connection with this Contract.

4. Deliveries, Title Transfer, Risk of Loss, Storage

4.1 For shipments that do not involve export, including shipments from one European Union ("EU") country to another EU country, Seller shall deliver Products to Buyer FCA Seller's facility or warehouse within thirty (30) days of shipment, unless otherwise agreed by Buyer and Seller ("FCA Seller's facility or warehouse"). For shipments that involve export, Seller shall deliver Products to Buyer FCA Seller's facility or warehouse within thirty (30) days of shipment, unless otherwise agreed by Buyer and Seller.

5. Warranty

5.1 Seller warrants that Products shall be delivered free from defects in material, workmanship and title and that Services shall be performed in a competent, diligent manner in accordance with any mutually agreed specifications.
11. Buyer may terminate the Contract pursuant to Section 11.1, (i) if Buyer shall have, within 30 days after receipt of notice, the right to terminate the Contract, and (ii) Buyer shall have, within 30 days after receipt of such notice, the right to continue performance of the Contract, in accordance with the milestone schedule (for completed milestones) and rates set forth in the Contract (for work toward milestones not yet achieved and where there is no milestone schedule), as applicable or, where there are no milestones and/or rates in the Contract, at Seller's then-current standard time and material rates. In addition, Buyer shall pay Seller a cancellation charge equal to 80% of the Contract Price applicable to uncomplicated made-to-order Products and 15% of the Contract Price applicable to all other completed Products.

13. Buyer shall notify Seller in writing of any applicable Site-specific health, safety, security and environmental requirements and procedures. Without limiting Buyer's responsibilities under Article 13, Seller has the right but not the obligation to, from time to time, review and inspect applicable health, safety, security and environmental documentation, procedures and conditions at the Site.

15. Seller, at Buyer's request, may deliver or ship any of its employees, agents, contractors or subcontractors to Site to perform services or work under the Contract. Buyer's approval or lack thereof shall not be unreasonably withheld. Buyer may, at its sole discretion, engage any employee not otherwise employed by Seller to perform services or work under the Contract.

19. This Contract binds parties to the deliverables. Any change, addition or deletion to the deliverables shall be in writing and signed by both parties. Any failure to comply with this section shall result in Buyer's right to terminate the Contract without cause.

20. Neither party will be liable for any delay or failure to perform under this Contract due to circumstances beyond its reasonable control, including but not limited to acts of God, civil commotion, strikes or labor disputes, governmental action, or any other circumstances beyond the reasonable control of the party. Each party's obligations shall be extended for the duration of the delay or failure to perform caused by such circumstances.