

TRANSTAR, LLC
SERVICE TERMS AND CONDITIONS

Parties: These Service Terms and Conditions (these “**Terms**”) control all services (“**Services**”), including any goods installed on any equipment during the course of providing the Services (“**Goods**”), provided by Transtar, LLC or its affiliates (“**Seller**”) to the buyer to whom these Terms are issued (the “**Buyer**”); provided that Buyer agrees that, in the event a quotation, sales order, or order acknowledgment (an “**Acknowledgment**”) is issued by, or goods or work are provided by, an entity other than Transtar, LLC whereby a contract (a “**Contract**”) is formed: such other entity shall be the “**Seller**”; Transtar, LLC is acting only as its agent; Transtar, LLC shall have no liability whatsoever under such Contract; and Buyer shall look solely to such entity as Seller in all respects. Each of Seller and Buyer are a “**Party**” and together the “**Parties**”.

Contract; Exclusivity; Amendment: (A) If Seller’s acknowledgment of an order (whether in writing or electronic media, an “**Acknowledgment**”) is construed as an offer, this offer is expressly limited to the terms hereof and Seller hereby expressly objects to and rejects any additional or different terms in any response hereto, wherever contained. If the Acknowledgment is construed as an acceptance, this acceptance is expressly conditioned on Buyer’s assent to any additional or different terms contained in the Acknowledgment. Buyer’s written or verbal acceptance of the Acknowledgment and/or acceptance of any Services or Goods or payment therefor shall constitute Buyer’s and Seller’s entrance into a contract (this “**Contract**”), which consists exclusively of (i) these Terms; and (ii) the descriptions, specifications, quantities, prices, or delivery schedules of the Services or Goods to be provided as set forth on the Acknowledgment and on any supplements, specifications or other documents expressly referenced in the Acknowledgment. (B) This Contract contains the sole and entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous understands, agreements, representations, warranties, proposals, quotations, requests for quotations, purchase orders, or other communications, whether in writing or verbal, all of which are merged into this Contract. (C) This Contract may not be amended or modified except in writing signed by Seller’s authorized representatives.

Price; Payments: The price for all Services and Goods shall be as set forth in the Acknowledgment. Payments shall be made in full in US Dollars and directed to the payment address specified in Seller’s invoice, within 15 days of the date of the invoice. If a payment remains outstanding beyond the due date, Seller may suspend provision of Services or Goods until such arrangements are made. If Seller reasonably believes that Buyer is or may become unable to perform its obligations hereunder, Seller may require that Buyer provide Seller with security for, or other assurance of, performance, in either case acceptable to Seller. In the event that Buyer fails to do so or fails to make any payment in full within the time period set forth on the invoice or expressly agreed upon in writing by the Parties, such failure will constitute a material breach of contract by Buyer permitting Seller to change the payment terms or suspend scheduling, production, shipment, or delivery of Services or Goods under this Contract or any other contract between the Parties. Buyer shall pay to Seller interest on any unpaid amount at the rate of 18% per annum or the maximum rate permitted by law, whichever is less. Seller shall have, in addition, all other remedies permitted to Seller by law, equity or this Contract. If Seller takes legal action to collect any amount due hereunder, Buyer shall pay all dispute resolution costs, including court costs plus reasonable legal fees incurred by Seller in bringing such legal action. Seller shall have the right to set off against any monies due Seller hereunder any obligations of Seller to Buyer.

Taxes: To the extent legally permissible, all present and future taxes imposed by any federal, state or local authority of any country which Seller may be required to pay or collect, upon or with reference to the sale, purchase, transportation, delivery, storage, use or consumption of the Services or Goods, including taxes upon or measured by the receipts therefrom (except net income and equity franchise taxes) shall be for the account of Buyer. The sale is subject to state or local use tax, unless it is specifically exempt from taxation. The sale is not exempt merely because Seller was not required to collect sales tax or made by remote means. Buyer assumes responsibility for correctly assessing and remitting any use tax due to the proper jurisdiction(s).

Timing: Except with respect to payment of amounts due by Buyer to Seller hereunder, time is not of the essence hereunder.

Inspection: Where Buyer inspects the Services or Goods, Buyer’s inspector shall be deemed the agent of Buyer with authority to waive specified tests and details of test procedure and to accept Services or Goods as conforming to this Contract with respect to all characteristics of such Services or Goods for which such inspection is made. In all cases Buyer shall conduct a timely inspection of the Services or Goods upon receipt or within a commercially reasonable time and manner not to exceed fifteen (15) days from such receipt. Buyer’s use of the equipment serviced in its operations shall be deemed an acceptance of the Services or Goods involved as conforming to this Contract unless Buyer provides Seller written notice of rejection or of a non-conformity respecting such Services or Goods prior to or concurrent with Buyer’s use thereof. Buyer’s inspection or failure to inspect shall not delay payment.

Warranty; Disclaimers: Seller warrants that the Services will be furnished in accordance with the specifications set forth in this Contract and in a workmanlike manner. Seller makes no warranties regarding any Goods manufactured by any third party, except that, to the extent permitted by the manufacturer of any Goods, Seller shall use its reasonable efforts to transfer to Buyer any manufacturer warranties, which is Seller’s sole and exclusive warranty with respect to such Goods. EXCEPT AS EXPRESSLY SET FORTH HEREIN, SERVICES OR GOODS ARE PROVIDED ON AN ‘AS IS’, ‘WHERE IS’ BASIS AND SELLER MAKES NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING THE SERVICES OR GOODS, INCLUDING THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. ANY TECHNICAL ADVICE PROVIDED BY SELLER REGARDING THE USE OF SERVICES OR GOODS SHALL BE FOR INFORMATIONAL PURPOSES ONLY, AND SELLER MAKES NO REPRESENTATION OR WARRANTY NOR ASSUMES ANY OBLIGATION OR LIABILITY FOR ANY SUCH ADVICE. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NO REPRESENTATION OR WARRANTY WHATSOEVER IS PROVIDED WITH RESPECT TO ANY.

Limitation of Remedies and Liabilities: Any claim by Buyer for breach of this Contract must be made in writing promptly, but no later than thirty (30) days after the Services or Goods are delivered to Buyer, or such claims shall be waived. Buyer’s exclusive remedies with respect to any Services or Goods furnished by Seller hereunder that are found to be not in conformity with this Contract shall be limited exclusively to, at Seller’s option, replacement thereof or repayment of the price. Seller’s maximum liability for any breach of this Contract shall be limited to the amounts actually paid by Buyer to Seller during the six (6) months prior to Buyer’s claim. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY LOSS OF PROFIT, DELAY, OR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER ARISING FROM THIS CONTRACT, WHETHER UNDER THEORIES OF BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR ANY EXPRESS OR IMPLIED WARRANTY. NO CLAIMS OF ANY NATURE, WHETHER BASED ON CONTRACT OR OTHERWISE, MAY BE BROUGHT AGAINST SELLER TWELVE (12) MONTHS AFTER THE DELIVERY OF THE SERVICES OR GOODS TO BUYER.

Default: In addition to any other remedies available to Seller at law, in equity, or hereunder, Seller may terminate, in whole or in part—and/or modify any payment terms under—this Contract or any other contract, if: (a) Buyer fails to perform its obligations under or otherwise breaches any provision hereof or any other contract between the Parties; (b) Buyer ceases to carry on its business substantially as such business is conducted on the date hereof and such change in circumstances modifies Seller’s obligations or impairs either Party’s ability to discharge its obligations under this Contract; (c) Buyer institutes or suffers the institution against it of bankruptcy, reorganization, liquidation receivership or

similar proceedings; **(d)** Buyer is or generally becomes unable to pay its debts as they become due; **(e)** any term, condition, or provision of this Contract or any other contract between the Parties becomes invalid or illegal under any applicable law, rule or regulation; **(f)** an event of Force Majeure listed herein continues for a period of more than thirty (30) days. **(g)** Buyer assigns all or any portion of this Contract or any other contracts between the Parties; or **(h)** Buyer sells, leases or exchanges any portion of Buyer's assets (not including those transactions occurring in the ordinary course of Buyer's business); **(i)** Buyer merges or consolidates with or into another legal entity; or **(j)** a change in ownership of Buyer occurs, direct or indirect, including a change in the ownership of a minority or non-controlling interest in Buyer.

Force Majeure, Allocation of Production: Except with respect to payment of amounts due by Buyer to Seller hereunder, in the event either Party's performance hereunder is delayed or made impossible or commercially impracticable due to causes including fire, explosion, war, pandemic, epidemic, terrorism, strike or other differences with workers, shortage of energy sources, facility, material or labor, delay in or lack of transportation, temporary or permanent plant shutdown, breakdown or accident, compliance with or other action taken to carry out the intent or purpose of any law, regulation, or other requirement of any governmental authority, or any cause beyond that Party's reasonable control (each, a "force majeure" event), that Party shall have such additional time in which to perform this Contract as may be reasonably necessary under the circumstances. In addition, if due to a force majeure event or any other cause, Seller is unable to produce sufficient goods to meet all demands from customers and internal uses, Seller shall have the right to allocate production among its customers in any manner Seller reasonably determines. This Section is to be applied in conjunction with UCC Section 2-615, Excuse by Failure of Presupposed Conditions, in the case of domestic U.S. sales; provided, however, that in the event of a conflict, this Section governs.

Governing Law: This Contract shall be governed by the laws of the Commonwealth of Pennsylvania, excluding its conflicts of law provisions. Buyer irrevocably agrees that any action or proceeding to enforce or interpret this Contract shall be brought in the state or federal courts sitting in and for Pittsburgh, Allegheny County, Pennsylvania; and submits itself to the personal jurisdiction of any such courts and waives any objection to such venue or jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply hereto.

Compliance with Laws: Buyer shall, at all times, comply with all applicable laws, rules, and regulations (including antitrust, anti-corruption, anti-human trafficking, economic sanctions, export control, health and safety, and environmental, as well as all permits, authorizations, licenses, directives, policies, and other requirements issued by any governmental authority) in connection with this Contract.

Waiver: Seller's waiver of any breach hereof shall not be construed as a waiver of any other breach or a modification of this Contract.

Assignment: Buyer shall not assign its rights or obligations hereunder without the prior written consent of Seller. Any attempted assignment in contravention of the foregoing shall be void.

Construction: No provision of this Contract may be construed against Seller as the drafting Party. The term "including" means "including without limitation." The term "days" means calendar days unless otherwise expressly stated.

No Right to Cancel: Buyer may not cancel an order once placed with Seller.