

2023 Terms and Conditions of Sale

1. ACCEPTANCE

Orders or other requests, whether oral or written, for machinery or equipment (Equipment or Products), the supply or sale of spare or replacement parts (Parts), or for services (Services) to be provided by Elgin Separation Solutions (Affiliations noted in Section 18) on behalf of itself and its divisions and subsidiaries (Seller) to its customers (each a Buyer) are subject to Seller written acceptance by an authorized representative of Seller and any orders so accepted will be governed by (i) the terms and conditions stated in these Terms and Conditions for provision of Equipment, Parts or Services (Terms and Conditions), (ii) the written order acknowledgment issued by Seller to Buyer (Acknowledgment), if any (iii) any change orders identified as such and agreed to in writing by Seller (the Order, Terms and Conditions, Proposal, Acknowledgment, and any such change order, and any such additional terms as agreed to in writing by an authorized representative of Seller collectively referred to herein as Agreement), (iv) the written proposal submitted by Seller to Buyer (Proposal), if any. Buyers submission of a purchase order (or other similar document) shall be deemed to be an express acceptance of these Terms and Conditions. Inconsistent language in Buyers purchase order (or other similar document) is hereby rejected. Buyers purchase order (or other similar document) is incorporated in this Agreement, only to the extent of specifying the nature and description of the Equipment, Parts or Services and then only to the extent consistent with the Proposal or Acknowledgment. In the event of any conflict between a Proposal and an Acknowledgment, the Acknowledgment shall prevail.

2. PRICES & TAXES

Prices of Equipment, Parts or Services shall be as stated in the Proposal or Acknowledgment, or if there is no Proposal or Acknowledgment, as otherwise agreed to in writing by Seller. All price quotations are Ex-works (INCOTERMS 2010) Seller's premises or as agreed per quote and are subject to change without notice. Prices stated herein are exclusive of any taxes, excises, or other governmental charges applicable to the Product herein described. Seller's invoices shall include as a separate item, any and all taxes, excises or other governmental charges imposed upon Seller by reason of its performance hereunder, except taxes based upon net income of Seller and/or privilege taxes. Buyer shall pay all property and other taxes which may be levied, assessed or charged against or upon the Product after the date of actual shipment, or placing into storage for Buyer's account. Seller bears no responsibility for any consular fees for legalizing invoices, certificates of origin, stamping bills of lading, or other charges required by the laws of any country of destination, or any fines imposed due to incorrect declarations. Charges will be added for factory preparation and packaging for shipment. Minimum freight and invoice charges apply, as in effect at the time of order. Any and all freight and/or shipping charges will be added to the quoted price. If by reason of any act of government, the cost to Seller of performing its obligations hereunder is increased, such increase shall be added to the quoted price. Unless otherwise stated in Seller's quotation, all prices quoted shall be in United States currency. If Seller's Equipment is quoted in a foreign currency, Seller reserves the right to adjust for any currency fluctuation that may occur between the time in which the Equipment was quoted and when the Seller's Order Acknowledgment is issued, regardless of that time period, the nature of the foreign currency, or total size of fluctuation experienced.

3. PAYMENT TERMS

Unless alternate payment terms are specified or approved by Seller's credit department, all charges, including applicable packing and transportation costs, billed by Seller, are payable prior to delivery. Seller reserves the right to modify or withdraw credit terms at any time without notice. Unless otherwise specified all payments are due in the currency specified in Seller's Proposal, Order Acknowledgment and/or invoice. Interest shall be due from Buyer to Seller on overdue accounts at the maximum rate allowed by law, but no less than 1% per month from the due date. When partial shipments are made, the goods will be invoiced as shipped and each month's invoices will be treated as a separate account and be payable accordingly. Payment for goods is due, whether or not technical documentation and/or any third-party certifications are complete at the time of shipment. Seller shall be entitled to recover all reasonable attorney's fees and other costs incurred in the collection of overdue accounts. Seller reserves the right where genuine doubts arise as to Buyers financial position or if Buyer is in default of any payment, to suspend delivery or performance of any order or any part thereof without liability or without prejudice to and without limitation of any other remedy until Buyer cures the default and payment or satisfactory security for payment has been provided. Seller reserves the right to withhold any and all customer property until all outstanding accounts are resolved. Seller shall have the option to extend the delivery date by a time at least equal to the period of suspension. Down payments received are non-refundable.

4. DELIVERY

Unless otherwise specified on the face hereof, all US and international sales shall be Ex-works Sellers premises (INCOTERMS 2020), as modified by these Terms and Conditions. Where goods are to be supplied from stock, such supply is subject to availability of stocks at the date of delivery. Partial shipments may be made, as agreed, by Buyer and Seller. Stated delivery dates are approximate only and cannot be guaranteed. Seller shall have no liability for damages arising out of the failure to keep a projected delivery date, irrespective of the length of the delay. Delay shall not constitute grounds for cancellation or for late delivery penalties.

In the event Buyer is unable to accept delivery of goods when tendered, Seller may, at its option, arrange storage of the goods and Buyer shall be liable to Seller for the reasonable cost of such storage. This provision is without prejudice to any other rights, which Seller may have with respect to Buyer's failure to take delivery of goods, which includes the right to invoice Buyer for the goods. Buyer agrees that title to the goods will transfer to Buyer at the point of delivery and that Buyer assumes all risk of loss or damage to the goods from the date title passes to Buyer.

5. FORCE MAJEURE

If either party is unable, by reason of Force Majeure, to carry out any of its obligations under this Agreement, other than obligations to pay money, then on such party giving notice and particulars in writing to the other party within a reasonable time after the occurrence of the cause relied upon, such obligations shall be suspended. Force Majeure shall include acts of God, laws and regulations, government action, war, civil disturbance, strikes and labor problems, lock-outs, interference by government institutions, lightning, fire, flood, hurricanes, washout, storm, pandemic, breakage or accident to equipment or machinery, shortage of raw materials, delays in transit or delivery on the part of transportation companies or communication facilities or failures of sources of raw material which are not due to Seller's neglect in placing orders or seeking alternate sources of raw material, and any other causes that are not reasonably within the control of the party so affected. In the event the Force Majeure situation shall extend longer than three months, then in that event Seller shall, at its option, have the privilege of canceling the Contract. Seller shall be paid its applicable field service standby rate, if applicable, during any such Force Majeure event.

6. CANCELLATION

Orders placed by Buyer and accepted by Seller may be canceled only with the consent of Seller. All of Seller's documents, drawings and like information shall be returned to Seller upon Buyers request for cancellation. Returned stock equipment and/or parts shall be subject to a minimum 20% restocking fee. Non-stock orders, or orders customer-defined specifications, shall be subjected to a minimum 35% restocking fee.

7. SUSPENSION/DELAYED SHIPMENT

If production is suspended at Buyer's request and is not resumed within sixty (60) days after notification of suspension, Seller is entitled to invoice Buyer for all work performed up to the notification of suspension and Buyer agrees to pay in accordance with the above terms. If suspension lasts more than one hundred twenty (120) days, Buyer and Seller will mutually agree on a forward plan. Buyer's request for deferred delivery or suspension of production may, at Seller's option, be treated as cancellation of the order for which cancellation charges will be payable and such payment shall be made no later than thirty (30) days after the date of invoice. If delivery as originally scheduled is delayed at the request of the Buyer, Seller will, upon completion, prepare the Goods for shipment, store the Goods on Seller's premises, and tag the Goods with a weatherproof tag with Buyer's name identified as the owner and Buyer's Purchase Order Number. On the original ship date, title and risk of loss will pass to the Buyer, and Seller will invoice Buyer for Goods; payment shall become due in accordance with the agreed payment terms. Buyer understands that as part of Seller's procedures, Seller's external audit firm may contact Buyer to validate these terms.

8. TITLE AND RISK OF LOSS

Ownership and risk of loss pass to Buyer at the point of delivery per incoterms. Seller accepts no responsibility for any damage, shortage or loss in transit. Seller will attempt to pack or prepare all shipments so that they will not break or deteriorate in shipment, but does not guarantee against such damage. Claims for any damage, shortage, or loss in transit must be made by Buyer on the carrier.

9. SAFETY

The safe installation and operation of the quoted Goods is the sole responsibility of the Buyer and any owner. Buyer must consider all hazard considerations such as, but not limited to, electric area classification, hazards associated with processing the specified material or specific safety standards applicable to the installation site. The Buyer and any owner also must ensure the operating and maintenance personnel coming in contact with the Goods are adequately trained in its safe operation and all associated safety procedures.

10. INTELLECTUAL PROPERTY

In the event of a determination of intellectual property infringement by final order of a court of competent jurisdiction, unappealed, and Buyer's use of such Goods is enjoined, Seller will, at its expense and option: (i) procure for Buyer the right to continue to use the Goods or replace same with non-infringing Goods; (ii) modify the Goods so that they become non-infringing, or (iii) remove the Goods and refund to Buyer the purchase price and the transportation and installation cost thereof less the value of Buyer's reasonable use up to the removal date. Seller will have no responsibility to pay any sum in connection with any settlements of claims made without its prior written consent. The foregoing states Seller's entire liability and Buyer's sole and exclusive remedies for infringement by any Goods purchased hereunder. Seller will have no responsibility respecting infringement caused by a third party's patent or intellectual property right, infringement of any patents issued or intellectual property created after the date hereof or infringement caused by the use or sale of the Goods: (a) for a purpose other than that for which Seller manufactured the same; (b) in combination with other equipment in a system not designed by Seller; (c) manufactured to a design not furnished by Seller. Buyer shall indemnify, defend and hold Seller harmless from and against all claims, damages, losses, judgments, fees, expenses and

2023 Terms and Conditions of Sale

costs, including attorneys' fees, as incurred, arising out of or resulting from Buyer's designs and specifications, integration and assembly, or in any way related to its acts, negligence, breach of this Agreement.

11. CHANGES

Seller expressly reserves the right to change, discontinue or modify the design and manufacture of its products without obligation to furnish, retrofit or install goods previously or subsequently sold. Buyer shall have the right, during the progress of the work, to request, in writing, additional work, or deletion of any work covered hereunder; provided, however, that such changes do not materially affect the scope of work, and provided that such changes are not, in the Seller's judgment, inconsistent with sound engineering principles or the Seller's guarantees, warranties, and/or responsibilities hereunder. If such changes result in any increase in the work to be performed by Seller, or the cost thereof, or the cost of raw materials to be used by the Seller, a change to the contract price shall be made; provided, that Seller shall be entitled to continue the performance of its work hereunder regardless of any proposed change until such agreement in writing is made. If such requests for changes and/or such changes result in any delay in the completion of the Seller's work hereunder, the estimated time of completion shall be correspondingly extended.

12. INSTALLATION

All Seller Equipment / Products shall be installed by Buyer at Buyer's expenses, unless stated otherwise in writing by Seller. Should Buyer desire and so request, Seller will make available a competent person to superintend the installation and/or first operation (a.k.a. commissioning) of the Equipment. Buyer shall reimburse Seller at Seller's standard rate per day and eight (8) hours; plus time-and one-half for all time over eight (8) hours in a single day, and double time for all hours spent on Saturdays, Sundays, and recognized Holidays, plus actual board and expenses, including transportation to and from location of work, including travel time. Seller's rate are subject to change and shall be quoted on a case-by-case basis. Payment for such service shall be pursuant to the stated payment terms of the invoice and these Standard Terms & Conditions of Sale.

Buyer will hold Seller free and harmless against all claims and losses from injuries to persons, including your employees, and damage to property and fire losses resulting in any act of or omission to act of such person while on Buyer's property.

Seller will supply only such safety devices as are specified, except that in the event additional safety devices are required by law we will, at your written request, and at your expense, furnish them upon receipt of proper specifications. Buyer takes full responsibility for ensuring local, state or federal compliance with required safety systems.

13. IMPROVEMENTS

If, in Seller's judgment, improvements can be made in the design, size, material or workmanship of the Goods herein described, Seller reserves the right to make such improvements as part of the design process without additional charge to the Buyer.

14. DRAWINGS/CONFIDENTIAL INFORMATION

(i) Any drawings, prints and all know how, technical and proprietary and trade secret information ("Confidential Information") furnished by Seller are furnished only for the use of Buyer (or Buyer's customers) in installing, operating and maintaining the Goods purchased hereunder; they shall remain Seller property, be kept strictly confidential, used for no other commercial purpose and be returned promptly upon request. Seller's Confidential Information is considered highly valuable intellectual property, and Buyer may in no way infringe the same. Buyer may not reverse engineer, disassemble or otherwise similarly analyze the Goods.

(ii) Buyer hereby assigns to Seller, all right, title and interest in and to any discoveries, improvements, enhancements, developments, modifications, creative ideas, works of authorship and inventions (collectively, "Developments") that relate to the Goods and which are conceived, developed and/or reduced to practice, in whole or in part, by Buyer or its employees. At Seller's expense, Buyer shall take all actions, sign all documents and make all filings necessary to vest in Seller such ownership. To the extent applicable law prohibits Seller from exclusive ownership of Developments, each party will take all actions necessary to permit a transfer of Developments from Buyer to Seller at the minimum payment permitted by law. In the event applicable law prohibits an assignment or transfer of Developments from Buyer to Seller, Buyer shall grant Seller a perpetual, world-wide, exclusive license to use the Developments for any and all purposes.

(iii) Buyer recognizes the great value of the publicity and goodwill associated with the Seller Confidential Information which Seller has established in the mind of the purchasing public and acknowledges that such goodwill is exclusively that of Seller. Buyer further recognizes and acknowledges that a breach by Buyer of any of its covenants, agreements or undertakings under this Agreement may cause Seller irreparable damage, which cannot be readily remedied in damages in an action at law, and may, in addition thereto, constitute an infringement of Seller, thereby entitling Seller to equitable remedies, including without limitation, all fees, costs and reasonable attorneys' fees related thereto. Specifically, in addition to such remedies as may be available at law or under this Agreement, Seller shall have the right, without posting of bond or other security, to an injunction, both temporary and permanent, specific performance and/or other equitable relief. All remedies are

cumulative. In the event any action or proceeding shall be instituted by Seller to enforce this Section, Buyer shall waive and not assert any claim or defense that an adequate remedy at law exists.

15. LAW AND DISPUTE RESOLUTION / ARBITRATION

(i) The official language of this Agreement is English. The rights and obligations in this Agreement will be governed by and interpreted in accordance with the substantive laws of the laws of the State of Missouri without giving effect to its conflicts of laws statutes. Neither 1980 U.N. Convention on Contracts for the International Sale of Goods nor the related Convention on the Limitation Period in the International Sale of Goods will be applicable to this Agreement. Any dispute arising from or in connection with this Agreement shall be submitted to the courts servicing the city of St. Louis, Missouri, USA. Buyer waives any objection based on *forum non conveniens* or any other objection to venue of any such action.

(ii) At all times, Seller shall have the right to pursue equitable remedies, collection actions and enforcement of judgments against Buyer in any court of competent jurisdiction. If the parties are unable to settle their dispute amicably, then the matter will be settled by arbitration in the state of Missouri, St. Louis City.

16. LIMITED WARRANTY

Seller hereby warrants to Buyer that the Product herein described will be free from any liens or encumbrances, and that good title to said Product will be conveyed to Buyer. Seller shall not be liable for repair or alterations made without Seller's prior written approval and any and all warranties applicable thereto shall become null and void. Seller shall not be liable for indirect damages or delay caused by defective material or workmanship. Seller provides no warranties when Seller Product has undergone third-party repairs and/or has been subjected to the use of third-party consumables or spare parts. All warranties on new Equipment and parts thereof are only offered when all supporting structures have been designed or suitably modified for the use of Seller's equipment, using the static and dynamic loads that are available upon request or specified on Seller's general arrangement drawings.

New or Remanufactured Equipment. This shall include rotary breakers, vertical dryers, horizontal dryers, decanter centrifuges, shale shakers, vibratory screens, vibratory drives, static profile wire screens, turn-key polymer injection / dewatering packages, degassers and packaged drilling fluid reclamation packages. This shall also include remanufactured vibratory drives. In the case of the purchase of new or remanufactured Equipment/Parts, and solely for the benefit of the original user, Seller warrants, for a period of 15 months from shipment or 12 months from installation, whichever is earlier, that Equipment of its own manufacture shall conform to the material and technical specifications set forth in the relevant scope, of work document or purchase order, as agreed to in writing by Seller and Buyer. If alternative warranty terms are in order (i.e. operational run time limits), they will be specified by Seller within Seller's quote and/or technical specifications. If the Equipment fails to conform with such specifications upon inspection by Seller, Seller at its option and as Buyer's sole remedy, will either repair or replace such defective Equipment with the type originally furnished per Section 4 – Delivery.

Replacement Parts / Consumables. This shall include any fabricated component, spare part or consumable used in the service of Seller Equipment. This shall also include industrial heaters. Solely for the benefit of the original user, Seller warrants, for a period of 12 months from shipment or 6 months from installation, whichever is earlier, that Replacement Parts / Consumables of its own manufacture shall conform to the material and technical specifications set forth in the relevant scope, of work document or purchase order, as agreed to in writing by Seller and Buyer. If the Equipment fails to conform with such specifications upon inspection by Seller, Seller at its option and as Buyer's sole remedy, will either repair or replace such defective Replacement Parts / Consumables with the type originally furnished per Section 4 – Delivery.

Overhauled / Repaired / Serviced Equipment. This shall include rebuilt or overhauled magnetic separators, vacuum pumps, rotary breakers, vertical dryers, horizontal dryers, decanter centrifuges, shale shakers, vibratory screens, degassers and packaged drilling fluid reclamation packages. Seller warrants that for a period of four (4) months from the date of shipment, three (3) months from installation, or 700 hours of service, whichever is earliest, that overhauled / repaired equipment will be free from defects in workmanship. This warranty expressly assumes that parts normally considered consumables (including, but not limited to rubber goods, seals (rubber, polymer and/or metallic) and/or bearings, are replaced during overhaul. If Buyer requests that such parts not be replaced, Seller hereby disclaims any warranty for said Equipment or Parts.

Lease-To-Own / Rental Equipment. In the case of the rental or lease of Seller Equipment, and solely for the benefit of the original user, Seller warrants, for a rental or lease period, that Equipment of its own manufacture shall conform to the material and technical specifications set forth in the relevant scope, of work document or purchase order, as agreed to in writing by Seller and Buyer. If the Equipment fails to conform with such specifications upon inspection by Seller, Seller at its option and as Buyer's sole remedy, will either repair or replace such defective Equipment with the type originally furnished. Security deposits shall be released to Buyer upon full inspection of returned equipment. Any expenses incurred by Seller to repair the Equipment, outside or "normal wear and tear" and/or replacement of consumables, shall be deducted from the security

2023 Terms and Conditions of Sale

deposit. The Seller shall be responsible for any expenses exceeding the value of the security deposit.

Non-Seller Components. This shall include vacuum pumps, electric motors and vibratory motors. Warranties on items supplied by others, for use in or on Seller equipment, may maintain different warranties than those stated above. Product not manufactured by Seller shall receive such warranty, if any, of the manufacturer thereof and which is hereby assigned to Buyer without recourse to Seller; Seller agrees to act as a liaison with a manufacturer of Product supplied hereunder regarding any warranty claims if requested by Buyer.

Service. Upon the request of the Buyer, the Seller will provide appropriate services and/or technical information regarding the product and their uses, and if feasible, will provide personnel to assist the Buyer in effecting field installation. The Buyer acknowledges that any such information, service or assistance so provided, whether with or without charge, shall only be in an advisory capacity. The Buyer further agrees that the Seller assumes no liability for any loss or damage arising out of, resulting from, or caused in whole or in part, by any of such information, service, advice or assistance provided by the Seller, its agents, assigns, employees, whether provided at the worksite or elsewhere. Seller warrants that the Services to be provided pursuant to this Agreement shall conform to the material aspects of the specifications set forth in the relevant scope of work document as agreed to in writing by Seller and Buyer. Seller shall re-perform that part of the non-conforming service, provided Seller is notified by Buyer prior to Seller's departure from the worksite.

Seller's warranty obligations hereunder shall not apply if the non-conformity was caused by a) Buyer's failure to properly store or maintain the Equipment or Parts; b) unauthorized modifications, repair or service of the Equipment or Parts by Buyer; c) utilization of replacement parts not manufactured by Seller; d) Service provided by Seller on equipment not manufactured by or exclusively serviced by Seller; or e) use or handling of the Equipment or Parts by Buyer in a manner inconsistent with Seller's recommendations. Further Seller's warranty obligations under this Article 8 shall terminate if a) Buyer fails to perform its obligations under this or any other Agreement between the parties; b) Buyer fails to properly maintain purchased goods per Seller's instructions, guidelines, and/or Operations and Maintenance Manuals; c) Buyer fails to maintain purchased equipment per common industrial practices; or d) if Buyer fails to pay any charges due Seller. Any third-party warranties provided on Equipment or Parts not manufactured by Seller are assigned to Buyer, without recourse, at the time of delivery, provided such warranties are assignable.

THIS ARTICLE 12 SETS FORTH BUYER'S SOLE REMEDY AND SELLER'S ONLY OBLIGATION WITH REGARD TO NON-CONFORMING EQUIPMENT, PARTS OR SERVICES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED PURSUANT TO THE PROVISIONS OF THIS ARTICLE 8, SELLER MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, AND SELLER DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCE SHALL SELLER BE FINANCIALLY RESPONSIBLE FOR CONSEQUENTIAL DAMAGES ARISING FROM A WARRANTY CLAIM. THIS INCLUDES, BUT IS NOT LIMITED TO, ENVIRONMENTAL SPILLS, LEAKAGE, CONTAMINATION, OR UNCONTROLLABLE RELEASE.

17. RESTOCKING FEES

Upon Seller's written approval, unused and/or "Made to Stock" goods ordered incorrectly, in new condition, and of current manufacture and catalog specifications, may be returned by Buyer for credit (subject to a 20% minimum restocking fee), provided written request is received within one month after the purchase date. Non-standard, custom goods, or goods incorporating customer-defined specifications are not returnable for credit, without the consent of the Seller. A 35% minimum restocking fee will apply to all returned non-standard and/or custom goods. Requests for return of goods must show original purchase order number, invoice number, description of material, and date of purchase. Return of goods does not relieve Buyer of the obligation to make payment against Seller's invoice, and any credit or refund allowed will be issued following Seller's receipt of the goods. The credit allowed on returned goods, if any, is a merchandise credit and is applicable only against future purchases of Seller goods. The credit given will be solely in Seller's discretion and may be based on the original or a subsequently adjusted price; a charge will be made to clean-up, refinish and restock. No rubber, electronic products or components, and/or expiration dated products may be returned for credit.

18. COMPLIANCE WITH LAWS

By acceptance of these terms and conditions and/or the receipt of the product manufactured, Buyer represents and warrants that it is not subject to any U.S. sanctions laws, directly or indirectly, and is in compliance with all applicable U.S. and foreign laws in relation to the transaction, including the U.S. Foreign Corrupt Practices Act and regulations administered by the U.S. Office of Foreign Assets Control. Buyer confirms that the products, commodities, technology, and/or software will not be re-exported or transshipped in violation of any export or sanctions regulation of the United States, including but not limited to trade embargos and denied parties lists now in effect. These products, commodities, technology, and/or software

were exported from the United States in accordance with the Export Administration Regulations. Diversion, contrary to United States law, is prohibited and is a violation of the sales agreement. A separate Export Compliance Certification may be required for orders leaving the United States.

19. SECURITY INTEREST

Seller hereby retains and Buyer hereby grants a security interest in the Goods (and proceeds thereof), all of which will remain personal property and will not be considered fixtures to real estate until all amounts due have been paid in full. Buyer agrees to perform all acts that in Seller's opinion shall be necessary or desirable to protect such security interest. All costs and expenses in connection therewith, including reasonable attorneys' fees, shall be borne by the Buyer. In addition, Buyer agrees to furnish adequate insurance against loss or damage by fire or other causes during the period between time of shipment and payment in full of all amounts due hereunder.

20. WAIVERS

Seller's waiver of any breach or failure to enforce any of the terms, conditions and specifications of the Contract shall not in any way affect, limit or waive Seller's right thereafter to enforce and compel strict compliance with every term, condition and specification hereof.

21. ASSIGNMENT

Neither party may assign these Terms / this Contract, without the other party's prior written consent, except either party may assign said contract, without consent, to any corporation owned or controlled by said party or to any corporation into which said party is consolidated or to which the business of said party directly related to the Contract is sold or conveyed.

22. ENTIRE AGREEMENT/MISCELLANEOUS

(i) None of the provisions of this Agreement shall be deemed to have been waived by any act of or acquiescence on the part of Seller, its agents, subcontractors, or employees, but only by an instrument in writing signed by an authorized representative of Seller. No waiver by Seller of any provisions of this Agreement shall constitute a waiver of any other provision or of the same provision on another occasion. (ii) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. (iii) If any provision or portion hereof is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions or portions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH AND EVERY PROVISION OF THIS AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES OR EXCLUSION OF DAMAGES, IS INTENDED BY THE PARTIES TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND TO BE ENFORCED AS SUCH. (iv) Buyer shall perform its obligations under this Agreement in full compliance with all relevant laws, rules and regulations applicable in connection with the sale, shipment or use of the Goods, including but not limited to the U.S. Foreign Corrupt Practices Act, U.S. export control regulations, export regulations of all U.S. agencies, U.S. embargo regulations export control or anti-bribery laws and any other applicable anti-corruption or anti-bribery act. (v) There are no third-party beneficiaries of this Agreement, and Buyer may grant no rights to its customer against, or that bind or obligate, Seller. (vi) Neither Seller nor Buyer shall directly or indirectly induce any employee or agent of the other party to leave the employ of the other, without the other party's prior written consent. (vii) Seller may use subcontractors as it deems necessary. (viii) Buyer shall pay all of Seller's costs and expenses, including reasonable attorneys' fees and accountants' fees, incurred in enforcing this Agreement or obtaining damages. (ix) In addition to any other rights that Seller has under this Agreement, Seller has the right to set off, at any time against monies due Buyer from Seller, all or any part of the monies due and payable under this Agreement or otherwise, to Seller from Buyer. Buyer has no set off rights.

23. DEFINITIONS / LEGAL AFFILIATIONS

For purpose of this Article 11, the following definitions shall apply: (1) "Seller Group" shall mean (i) Seller, its parent, subsidiary or related companies, (ii) its and their working interest owners, co-lessees, co-owners, partners, joint venturers, if any, and their respective parents, subsidiary or related companies and (iii) the officers, directors, employees, consultants, agents and invitees of all of the foregoing. (2) "Buyer Group" shall mean (i) Buyer, its parent, subsidiary or related companies, (ii) its and their working interest owners, co-lessees, co-owners, partners, joint venturers, if any, and their respective parents, subsidiary or related companies and (iii) the officers, directors, employees, consultants, agents and invitees of all of the foregoing. Elgin Separation Solutions is affiliated with Tabor Machinery Company, LLC, Norris Screen and Manufacturing, LLC, Tango Drilling Services, Inc., Elgin Separation Solutions – Industrials, LLC, Centrifugal Services, Inc.; Elgin Equipment Group; KEMTRON Canada, Inc.; Kem-Tron Technologies Pvt, Ltd; Industrial Process Equipment, Inc.; KEMTRON Technologies, LLC; and TerraSource Global Corporation.