**NGC Americas Standard Terms and Conditions**

**1. General**

ALL ORDERS FOR GOODS ("PRODUCTS") THAT ARE MANUFACTURED OR SOLD, AND SERVICES PROVIDED BY NGC US OR ITS SUBSIDIARIES OR AFFILIATES ("VENDOR") TO THE BUYER ("BUYER") SHALL BE SUBJECT TO THESE WIND GEAR SERVICE BUSINESS STANDARD TERMS AND CONDITIONS ("TERMS AND CONDITIONS"). THESE TERMS AND CONDITIONS SHALL SUPERSEDE FOR ALL PURPOSES ALL PRIOR CORRESPONDENCE, ANY PURCHASE ORDER OF BUYER (WHETHER ISSUED BEFORE OR AFTER THE DATE HEREOF), AND ANY PAST ORDER, CONFORMATION OR CONTRACT OF ANY AGENT OF EITHER PARTY WITH RESPECT TO THE PRODUCTS AND ANY TRADE PRACTICE OR CUSTOM OF USAGE. IN THE EVENT THAT BUYER RELIES ON DOCUMENTS WHICH ARE INCONSISTENT WITH ANY PROVISIONS CONTAINED HEREIN, ANY INCONSISTENT PROVISION SHALL NOT BE DEEMED ACCEPTED BY SHIPMENTS, PERFORMANCE OR OTHERWISE UNLESS IT IS EXPRESSLY ACCEPTED IN WRITING BY VENDOR'S AUTHORIZED REPRESENTATIVE AT VENDOR'S HOME OFFICE. NO CHANGE, MODIFICATION, EXTENSION, RESCISSION, TERMINATION, OR ADDITIONAL CONDITION WILL BE BINDING UNLESS AGREED TO IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF VENDOR.

**2. Quotations**

Price quotations by Vendor are subject to change without notice, are not effective unless signed by an authorized representative of Vendor, and shall expire thirty (30) days from their date.

**3. Order and Order Confirmation**

No order or other offer made by Buyer shall be binding upon Vendor until accepted and confirmed in writing by an authorized representative of Vendor.

Any order provided by Buyer, written or otherwise, shall be solely for the convenience of Buyer and in no way alters or supersedes the provisions of these Terms and Conditions, which shall have priority and shall govern any transaction made between the parties.

By signing or stamping, and returning a copy of Vendor's price quotation or sending a written acceptance of Vendor's price quotation, Buyer agrees to be bound by it and these Terms and Conditions.

**4. Revisions to Order**

The parties may make, in writing and signed by both parties, reasonable changes in the work requested to be performed by Vendor. If any changes cause an increase or decrease in the cost of, or the time required for the performance of, any of the Products and services to be supplied by Vendor, an equitable adjustment shall be made in Vendor's fee or delivery schedule, or both.

**5. Cancellation**

Any order placed with and accepted by Vendor is not subject to cancellation unless an agreement to the contrary has been executed in writing by an authorized representative of Vendor. All cancellations shall be subject to charges for Vendor's expenses already incurred, commitments made, overhead, and reasonable profit associated with the ordered Products and services.

**6. Terms Related to Field Service**

In addition to this section, these Terms and Conditions shall apply in their entirety to field service. In case of conflict between the terms in this section and rest of these Terms and Conditions, the terms of this section shall prevail with respect to field service.

The scope of the field service shall be agreed in writing between the parties.

Buyer shall ensure that Vendor's personnel are able to start work in accordance with the agreed time schedule and to work during normal working hours. Provided that Buyer has been given notice in writing in reasonable time, work may be performed outside normal working hours to the extent deemed necessary by Buyer. Buyer shall inform Vendor in reasonable time in writing of all relevant safety regulations in force at the site. Field service shall not be carried out in unhealthy or dangerous surroundings. All the necessary safety and precautionary measures shall have been taken before supervision is started and shall be maintained during the time of supervision. Before commencement of supervision, Buyer shall notify Vendor of all relevant safety regulations in force at the site and Vendor shall secure the observance of such safety regulations by Buyer's staff.

Buyer's staff shall be able to obtain suitable and convenient board and lodging in the neighborhood of the site and shall have access to canteen facilities, internationally acceptable hygiene facilities and medical services.

Vendor shall be entitled without prior notice, to suspend the supervision and withdraw its staff, if an invoice is not paid at the due date.

If the physical work is suspended for a cause for which Vendor is not responsible:

(a) Buyer is entitled to send home Vendor's staff, provided Buyer pays the expenses resulting therefrom; or,

(b) Vendor is entitled to recall its staff at the expense of Buyer if the supervision of physical work exceeds a period of one month.

If Vendor's staff is sent home or recalled, the contract is not terminated and Vendor's performance is merely suspended until Buyer has required the return of Vendor's staff to the site by giving at least one month's notice or as may be agreed. If the suspension of physical work lasts longer than three months, then Vendor is entitled to terminate the supervision contract.

**7. Terms Related to Repair of Gearboxes**

These Terms and Conditions shall apply in their entirety to repair of gearboxes. In case of conflict between the terms in this section and rest of these Terms and Conditions, the terms of this section shall prevail with respect to the repair of gearboxes.

Unless otherwise agreed upon in writing between the parties, the scope of the repair work shall consist solely of replacing worn and/or damaged components, rebuilding the gearbox and functional test of the gearbox.

Unless otherwise agreed, Vendor shall provide Buyer with a price estimate for the disassembly and inspection of the gearbox to identify the scope of repairs needed. Buyer shall confirm such estimate immediately after which the Vendor will proceed with disassembly and inspection. Upon completion of disassembly and inspection, and before any repair work is performed, Vendor shall provide Buyer with a price estimate for gearbox repair. Should Buyer fail to provide order in accordance with Vendor's estimation within sixty days (60) from the date of the Vendor's estimation, Vendor has the right to send gearbox in question back to Buyer, at Buyer's cost and risk. After Buyer has provided order confirmation in accordance with price estimation, Vendor will proceed with gearbox repair work.

The price estimate shall not be binding on Vendor to the extent that additional damage is, from time to time, identified during the gearbox rebuilding process. Vendor shall inform Buyer if the final price will exceed the estimate before completing the repair.

If Buyer at any stage chooses not to proceed, or if the repair work is not carried out or completed due to any other reason than negligence of Vendor, Buyer shall pay Vendor for documented costs of the work it has performed, including disassembly and inspection costs.

**8. Terms Related to Supervision Service**

These Terms and Conditions shall apply in their entirety to supervision service. In case of conflict between the terms in this section and rest of these Terms and Conditions, the terms of this section shall prevail with respect to the supervision service.

Vendor may provide services of one or more competent supervisors to give to Buyer or its site representative necessary instructions for gear unit operations. The price and scope of supervision, number and qualifications of Vendor's staff, and the estimated duration of work, shall be agreed upon separately.

The supervision service only includes the necessary instructions for disassembly, assembly or commissioning of gear units.

Vendor's technicians are not allowed to physically perform work or provide labor on Buyer's property. Vendor's technicians shall not provide any tooling, tools, or equipment of any kind for Buyer's use. Vendor's technicians are not allowed to divulge any information regarding specifications, dimensions, or tolerances by any means including, but not limited to, drawings, technical documents or memory.

Buyer shall, at its own expense, provide the skilled and unskilled labor, all equipment, and everything necessary for the performance of physical work. Buyer shall not be entitled to use Vendor's staff to perform any work not covered by the contract without the previous written consent of Vendor.

VENDOR DOES NOT ASSUME ANY LIABILITY FOR ANY DAMAGE TO THE GEAR UNIT, ANY OTHER PROPERTY OR EQUIPMENT OR PERSONAL INJURY, WHICH MAY OCCUR IN RELATION TO THE EXECUTION OF THE WORK. BUYER SHALL ASSUME LIABILITY FOR AND HOLD VENDOR HARMLESS FROM ANY CLAIMS, EXPENSES AND PROCEEDINGS RELATED TO SUPERVISION SERVICE PROVIDED BY VENDOR.

Vendor shall ensure that the following conditions are satisfied:

(a) Buyer shall in due time provide Vendor with such information concerning local laws and regulations as is necessary for the proper execution of Vendor's obligations;

(b) The supervision shall not be carried out in unhealthy or dangerous surroundings. All the necessary safety and precautionary measures shall have been taken before supervision is started and shall be maintained during the time of supervision. Before commencement of supervision, Buyer shall notify Vendor of all relevant safety regulations in force at the site and Vendor shall secure the observance of such safety regulations by Buyer's staff;

(c) Vendor's staff shall be able to obtain suitable and convenient board and lodging in the neighborhood of the site and shall have access to canteen facilities, internationally acceptable hygiene facilities and medical services;

(d) Buyer shall make available to Vendor free of charge necessary storage facilities, providing protection against theft and deterioration of the personal effects of Vendor's staff; and

(e) Buyer shall make available to Vendor sufficient offices on the site, equipped with telephone and fax facilities.

Vendor shall be entitled without prior notice, to suspend the supervision and withdraw its staff, if an invoice is not paid at the due date.

If the physical work is suspended for a cause for which Vendor is not responsible:

(a) Buyer is entitled to send home Vendor's staff, provided Buyer pays the expenses resulting therefrom; or,

(b) Vendor is entitled to recall its staff at the expense of Buyer if the suspension of physical work exceeds a period of one month.

If Vendor's staff is sent home or recalled, the contract is not terminated and Vendor's performance is merely suspended until Buyer has required the return of Vendor's staff to the site by giving at least one month's notice or as may be agreed. If the suspension of physical work lasts longer than three months, then Vendor is entitled to terminate the supervision contract.

**9. Delivery and Transfer of Risk**

Any agreed trade term shall be construed in accordance with the INCOTERMS in force at the time of the formation of the contract. If no trade term is specifically agreed, the delivery from Vendor to Purchaser shall be Free Carrier (FCA). The risk shall transfer to Buyer in accordance with the delivery term. If, in the case of delivery FCA or EXW, Vendor, at the request of Buyer, undertakes to send Products or services to their destination, the risk will pass not later than when the Products or services are handed over to the first carrier and Vendor shall not be responsible for any damage to or loss of Products or services occurring thereafter. Any deliveries from Buyer to Vendor shall be Delivered Duty Paid (DDP) Vendor's premises.

Any indicated dates of delivery are approximate only, but Vendor will attempt to meet them where possible. Vendor shall not be liable for delays in manufacture or delivery or failure to deliver due to any event in the nature of force majeure or any cause beyond the Vendor's reasonable control. Vendor will not be bound by any penalty clause pertaining to delivery contained in any specification or order submitted by Buyer unless such clause is specifically agreed to in writing.
by an authorized officer of Vendor, and neither will Buyer be entitled to recover from Vendor any consequential or incidental damages caused by any delay in delivery or Vendor’s failure to meet Buyer’s requested delivery date.

If Buyer anticipates that it will be unable to accept delivery of the Products or services at the delivery time, it shall notify Vendor in writing thereof, stating the reason and, if possible, the time when it will be able to accept delivery. If Buyer fails to accept delivery at the delivery time, it shall nevertheless pay any part of the purchase price which becomes due on delivery, as if delivery had taken place. Unless a separate storage agreement applies, Vendor shall arrange for storage of the Products or services at the risk and expense of Buyer. Vendor shall also, if Buyer so requires, insure Products or services but only at Buyer’s expense and if such insurance is available to Vendor.

Vendor may, with reasonable notice and in writing, require Buyer to accept delivery within a final reasonable period. If Buyer fails to accept delivery within such period, Vendor may terminate the contract in whole or in part. Vendor shall be entitled to compensation for all the loss it has suffered by reason of Buyer’s default including overhead and reasonable profit.

10. Price and Payments

Payments shall be made within thirty (30) calendar days of the date of Vendor’s invoice. If Buyer fails to pay by the stipulated date, Vendor shall be entitled to interest from the day on which payment was due. Late payments are subject to a delinquency charge, at the rate of ten percent (10%) per month on the unpaid balance, or at the maximum rate allowed by law, whichever is more, until paid. Where the balance is payable in installments, Vendor reserves the right to charge interest on overdue installments at the rate of ten percent (10%) per month on the unpaid balance, or at the maximum rate allowed by law, whichever is more, from the date payment is received. Pro rata payments shall become due as shipments are made. If shipments are delayed by or at the request of Buyer, payment shall become due when Vendor is prepared to make shipment. If the cost to Vendor is increased by reason of delays caused by Buyer, such additional cost incurred by Vendor shall be paid by Buyer.

The price of the Products shall not include transportation or packaging of the Products.

11. Title and Security Interest

Title to and ownership of Products or services shall not transfer to Buyer but shall remain with Vendor until such time as all amounts owing to Vendor with respect to such Products or services, including interest, costs, and expenses, are fully paid in cash. Notwithstanding the transfer of title to Buyer pursuant to other clauses of these Terms and Conditions. Buyer shall at the request of Vendor assist it in taking any measures necessary to protect Vendor’s title to Products or services.

12. Taxes

Vendor’s prices do not include sales, use, excise, or other tax payable to any government authority in respect of the sale of Vendor’s Products. Buyer shall, in addition to the Vendor’s price, the amount thereof that the Vendor may be required to pay for such taxes.

13. Warranty

Vendor warrants against defects in material and workmanship of its Products and services as follows:

(a) New gearboxes and rotor shafts: two (2) years from date of installation, but in no event later than thirty (30) months from delivery date;

(b) Repaired gearbox: one (1) year from date of installation, but in no event later than eighteen (18) months from delivery date;

(c) Field service repairs: one (1) year from date of repair for repaired/replaced parts only;

(d) Rebuilt gearbox, field service repair or repaired replacement parts warranty shall not extend to other parts and shall not extend the length of original warranty related to other parts.

Warranties shall not apply to and Vendor shall not be liable for:

(a) Consumables or parts having a life expectancy shorter than the warranty period;

(b) Ordinary wear and tear;

(c) Defects, damages, losses, or costs resulting from improper or incomplete installation, erection, handling, storage, operation, maintenance, or other misuse of Products by Buyer or third parties;

(d) Defects, damages, losses, or costs caused by or resulting from noncompliance with Vendor’s manuals or specifications;

(e) Modifi cations to Products made by Buyer or third parties without prior written consent of an authorized representative of Vendor;

(f) Any other acts or omissions of Buyer or third parties;

(g) Defects caused by overload conditions or extreme weather conditions; and

(h) Products or repairs previously excluded in writing by an authorized representative of Vendor.

Vendor will undertake at its discretion either to repair or replace defective Products covered by the warranty subject to the following conditions:

(a) Buyer notifies Vendor in writing of the alleged defect immediately after it becomes known to Buyer, which in each case shall be before the end of the warranty period;

(b) No alterations, repairs, or services have been performed by Buyer or third parties on the Products without written approval of an authorized representative of Vendor;

(c) Buyer provides complete maintenance records, including, but not limited to, records relating to installation, repairs, oil changes, and filter changes; and

(d) Buyer provides Vendor the opportunity to examine and test the parts claimed under warranty.

Vendor’s sole and exclusive remedy for breach of warranty shall be repair or replacement by Vendor of defective Products as described above.

Vendor shall not be liable for defects arising out of materials provided, or a design stipulated or specified, by Buyer.

Unless otherwise agreed to in writing by an authorized representative of Vendor, any crane cost or any other expense (including Buyer’s personnel costs at the site) relating to the dismantling, mounting, reinstallation, or transportation of gearboxes and turbines and their components in connection with repairs or replacements shall not be covered under the terms of this warranty and those costs shall be borne by Buyer.

This warranty is in lieu of all other expressed or implied warranties, including any implied warranty of merchantability or fitness for any particular purpose. Vendor does not assume, on its behalf, any other obligation or liability. The vendor’s maximum aggregate warranty liability is limited to the value of defective product in question. The Vendor shall not be liable for any loss which may be caused in connection therewith, such as loss of production, loss of use, loss of use of or any other consequential, incidental, or indirect or economic loss.

14. Damages and Limitation of Liability

In any case, the obligations of vendor are limited to the amount paid to vendor by buyer for the products and services under these terms and conditions. Vendor shall in no event be liable for claims, expenditures, or losses arising from operational delays or work stoppages or damage to property caused by defective equipment, or for any incidental, indirect, or consequential damages of any nature whatsoever, whether based on breach of contract or warranty, contract termination, negligence, tort, strict liability, indemnity, at law or in equity, or otherwise.

The parties shall not be liable for any indirect or consequential loss, such as, including and not limited to, loss of production, loss of turnover, loss of use or any other economical loss.

Buyer and Vendor agree that the price offered to Buyer by Vendor for the Products was a material consideration in inviting Vendor’s liability as provided in these Terms and Conditions. Accordingly, Buyer agrees that the remedy provided by Vendor for any breach of warranty adequately protects Buyer’s interests and expectations in the event it receives defective Products from Vendor regardless of circumstances that may arise after Buyer agrees to these Terms and Conditions and when the Products are used by Buyer or its customers.

15. Intellectual Property

Unless otherwise expressly agreed in writing, Vendor shall retain exclusive rights to all proprietary information, technologies, trade secrets, inventions, copyrights, trademarks, trade dress and service marks rights, patents, patent applications, or patentable ideas (“Intellectual Property”) developed in connection with the Products and services provided pursuant to these Terms and Conditions. None of Vendor’s preexisting Intellectual Property shall transfer to Buyer, and no work of service or design by Vendor hereunder shall be construed as a work for hire.

Vendor shall, at its discretion and cost, defend or settle any patent, trademark, or copyright infringement suit or proceeding brought against Buyer to the extent it is based on a claim that Vendor designed equipment that infringed any existing patent, trademark, or copyright issued on or before the date of these Terms and Conditions, and subject to the condition that Buyer notify Vendor in writing within fifteen (15) days from Buyer’s knowledge of such claim. Vendor shall be given authority, information, and assistance to defend and negotiate the settlement of same. Subject to the conditions below, Vendor shall pay all direct damages and costs awarded against Buyer for such infringement, except any cost or damage due to settlement incurred by Buyer without Vendor’s written consent.

If any Product becomes the subject of a claim as set forth above, Vendor shall, at its discretion and cost, do any one or combination of the following:

(a) Procure for Buyer the right to continue using the infringing Product or part thereof;

(b) Replace the infringing part with an equivalent non-infringing part; or

(c) Modify the infringing part so that it becomes non-infringing.

Vendor shall have no liability for claimed infringement, and Buyer shall hold Vendor harmless, from any patent or other Intellectual Property claims resulting from or arising out of the following causes:

(a) Buyer fails to give Vendor prompt notice of any such claim or action;

(b) Goods which are wholly designed or specified by, or to the extent manufactured by, Buyer or one of its customers, even though the goods might incorporate, in whole or in part, Products;

(c) The change or modification to Products by Buyer or a third party is without the written consent of an authorized representative of Vendor; or

(d) The products were used in a manner or for a purpose other than as specified in Vendor’s manuals and instructions.

The foregoing states Vendor’s entire liability for any infringement or claimed infringement of any patent or other intellectual property rights. No license is granted or patent indemnity made with respect to goods that are manufactured using products sold by Vendor.

All drawings and technical documents relating to Products or services or their manufacture submitted by Vendor, prior or subsequent to the formation of the contract, shall remain the property of Vendor. Drawings, technical documents or other technical information received by Buyer from Vendor shall not be held for any other purpose than that for which they were provided, and they may not, without the consent of Vendor, be used or copied, reproduced, transmitted or communicated to a third party. In no case shall Vendor provide any manufacturing or similar documents. The Products are offered for sale and are sold by Vendor subject in every case to the condition that such sale does not convey any license, expressly or by implication, estoppel or otherwise, to manufacture, duplicate or otherwise copy or reproduce any of the Products.

16. Confidentiality

The parties shall maintain in strict confidence and safeguard all confidential and proprietary information, including, but not limited to, commercially valuable notes, summaries, reports, analyses, drawings and software. The parties recognize and acknowledge the confidential and proprietary nature of such materials and acknowledge the irreparable harm that could result if such material is
disclosed to a third party or used for unauthorized purposes without prior written consent. Except
where required by law, the parties shall use such confidential and proprietary information only for
the purpose of conducting business in a manner contemplated by the contract made between the
parties including these Terms and Conditions and shall use the same degree of care as with its own
proprietary and confidential information, which shall be at least a reasonable standard of care, and
to prevent disclosure of the proprietary information, except to the parties’ personnel to the extent
necessary to permit them to perform the agreed-upon services.

These Terms and Conditions shall not restrict either party’s right to use residual information.
Residual information shall mean any information retained in the unaided memories of the receiving
party’s employees who have received or had access to confidential information of the disclosing
party but do not have confidential information in their possession.

The parties acknowledge that money damages would not be a sufficient remedy for any breach of
this section. Accordingly, in the event of any such breach, in addition to any other remedies at law
or in equity that the parties may have, they shall be entitled to equitable relief, including injunctive
relief or specific performance or both.

17. Force Majeure
Neither party shall be responsible to the other for any delay or failure to fulfill any obligation for any
damage caused by cases of force majeure.

To effectively invoke force majeure a party shall immediately notify the other party in writing of the
commencement and reason of any circumstances constituting force majeure and the presumed
duration of such circumstance.

The parties shall have right to terminate these Terms and Conditions should the case of force
majeure last more than six (6) months.

18. Default
If Buyer is in default in performing any of its obligations to Vendor under these Terms and
Conditions or any other agreements, Vendor may at its option and without incurring any liability
thereby, elect to terminate these Terms and Conditions and to terminate any or all other
agreements with Buyer, or to terminate these Terms and Conditions together with any or all such
other agreements.

Furthermore, Vendor shall have a right to all damages sustained, including loss of profits. Vendor
shall also, in addition to any rights or remedies provided herein, have all of the rights and remedies
with respect to defaults by Buyer as may be provided for under the laws of the particular State in
which the transaction occurred.

19. Insolvency
If Buyer should be insolvent or cease doing business or become the subject of any proceedings in
bankruptcy, insolvency, or reorganization, such act or condition shall, at the option of Vendor, be
deemed a default, and Vendor may elect to cease performing and cancel these Terms and
Conditions and any or all other agreements with Buyer with respect to any Products or services not
delivered or received prior to the election, without prejudice to recovery by Vendor for damages for
work performed, equipment delivered, and/or lost profits. If applicable law allows any receiver or
trustee in bankruptcy for Buyer or Buyer itself to affirm these Terms and Conditions and perform
Buyer’s obligations, then said receiver, trustee or Buyer shall cure all outstanding defaults within the
period determined by the bankruptcy or other court and provide Vendor such adequate assurances
as may be necessary to ensure Buyer’s continued performance under these Terms and Conditions.

Any agreement to which these Terms and Conditions apply is an installment contract within the
meaning of Section 2612 of the Commercial Code of the State of New York. Each shipment shall be
considered a separate transaction. In the event of any default by Buyer, Vendor may decline to
make further shipments, but if Vendor elects to continue to make shipments, such action shall not
constitute a waiver of any default by Buyer or any provision of these Terms and Conditions.

20. Liability Exclusion
Buyer shall indemnify, defend, and hold harmless Vendor, and its directors, representatives, and
employees, from any and all claims or liability for damage to property or personal injury (including
death) caused in whole or part by, arising out of, or related to the Products and services provided by
Vendor, unless to the extent caused by the gross negligence or willful misconduct of Vendor.

21. Notice
All notices under these Terms and Conditions shall be deemed to have been
effectively given when sent by certified mail, return receipt requested, properly addressed to the other
party at the address below or to such other address as the party shall be designated in writing
pursuant to this Section:

To Vendor:
NGC Renewables
Attention: ___
5500 Alliance Gateway Freeway
Fort Worth TX

To Buyer:

Attention: ___

22. Assignment
These Terms and Conditions and any rights hereunder may not be assigned without the written
consent of an authorized representative of Vendor. Buyer shall notify Vendor in writing in advance
of any proposed change in its ownership, control, or management.

23. Miscellaneous

These Terms and Conditions constitute the complete and final agreement concerning the subject
matter hereof. The parties’ prior dealings, course of performance, and usage of trade shall not be
relevant to determine the meaning of these Terms and Conditions. All representations and
obligations of the parties regarding the subject matter herein shall be superseded by and merged
into these Terms and Conditions. No waiver of any breach of any provision of these Terms and
Conditions shall constitute a waiver of any similar or dissimilar provision nor shall constitute an
amendment or modification of these Terms and Conditions or any provision thereof. The invalidity
of any part of these Terms and Conditions shall not affect the validity of the remaining part of these
Terms and Conditions. These Terms and Conditions shall terminate and supersede all previous
negotiations, commitments, and writings between the parties in connection with this subject matter.

If any provision of these Terms and Conditions shall be held to be invalid, illegal or unenforceable,
that provision shall be enforced to the fullest extent permitted by applicable law, and the validity,
legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

24. LIMITATION OF ACTIONS.
ANY ACTION OF ANY KIND AGAINST VENDOR BY BUYER ARISING OUT OF OR IN CONNECTION
WITH THESE TERMS AND CONDITIONS MUST BE COMMENCED WITHIN ONE YEAR OF THE DATE
SUCH RIGHT, CLAIM, DEMAND, OR CAUSE OF ACTION SHALL FIRST ACCRUE.

25. COSTS OF ENFORCEMENT / ATTORNEYS’ FEES.
If either party fails to perform any of its obligations under these Terms and Conditions, such party
shall pay to the other party all reasonable costs and expenses incurred by such other party
connected with enforcing its rights or recovering damages hereunder (including without limitation
attorneys’ fees and disbursements).

26. Governing Law and Venue
These Terms and Conditions shall in all respect be governed and interpreted in accordance with the
substantive law of the state of New York, U.S.A., excluding its conflict of law provisions. The parties
hereby exclude application of the United Nations Convention on Contracts for the International Sale
of Goods.

Any controversy, dispute or difference arising out of these Terms and Conditions may only be
brought in the U.S. District Court of Southern District of New York. The parties specifically waive any
rights for jury trial.