

Standard Terms and Conditions

Agreement

The Owner issuance of a purchase order for this proposal indicates that they are in complete agreement with all the terms and conditions contained in this document and agree to be exclusively bound by these terms and conditions. The Owner agrees that they must contact Grantek for clarification if they do not agree with any term in this Agreement. The terms of this Agreement also cover any third-party goods and services procured through Grantek.

This Agreement is the entire Agreement between Grantek and the Owner and supersedes the terms of any purchase orders and any other communications, including electronic mail or oral agreements with respect to this project. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. This Agreement may be modified only by written agreement signed by authorized representatives of the Owner and Grantek.

This Agreement covers all goods and services (including without limitation: engineering services, design services, software products [including firmware], hardware products and post-sales support including commissioning and training) associated with this project.

Cybersecurity

Grantek's scope of work does not include creating, modifying or ensuring compliance with The Owner's cybersecurity policies. Although Grantek will not intentionally violate The Owner's cybersecurity policies or intentionally cause a security breach of The Owner's systems, The Owner acknowledges that The Owner is responsible for the creation, implementation, enforcement and adequacy of its cybersecurity policies and that The Owner retains the risk of data theft or destruction and the impacts of malware and ransomware, whether arising from Grantek's work or access to The Owner's systems or otherwise. The Owner will have Grantek's work reviewed and approved at appropriate times by The Owner's information technology (IT) and operational technology (OT) personnel to ensure that any cybersecurity policies (such as connectivity availability and monitoring, multi-factor authentication, data import/export screening, network segmentation, and unescorted user screening, training and monitoring) implemented at The Owner's direction are sufficient to adequately protect The Owner's systems from improper access or use. In accordance with the foregoing, to the fullest extent permitted by law, The Owner shall defend, indemnify and hold harmless Grantek and its subcontractors, agents and employees from and against all claims, losses, and expenses of any nature, including but not limited to reasonable attorneys' fees, arising out of or related to any actual or alleged improper access to or use of The Owner's systems, except to the extent the relevant security breach was determined to be caused solely by Grantek's intentional improper access or use of The Owner's systems.

Access to Information

The Owner agrees to make available to Grantek all information relevant to the project. Errors and omissions beyond Grantek's control are not covered under the scope of this project and will be managed as cost-plus extras.

The Owner agrees that in the event they are unable to provide prompt and timely consideration to the review of items including, but not limited to, contract documents and engineering documents that this may result in cost-plus delay charges for engineering time. The Owner agrees that in the event they are unable to meet scheduled dates for installation and delivery of hardware or allied components that they will provide climate-controlled, secure storage for the goods in question. The Owner also agrees that this storage time encompasses part of the project warranty period.

The Owner agrees to arrange access to systems associated with this project for engineering services including, but not limited to, design, installation and commissioning. Furthermore, the Owner agrees that delays as the result of restricted access are not part of the scope of this project and will be managed as cost-plus extras.

Project Delays, Cancellation of Order or Termination of Agreement

Excluding Force Majeure events, Grantek reserves the right to charge its additional costs incurred due to project delays beyond its control. Such additional costs will be managed as cost-plus extras.

A cancellation fee of 30% of the remaining project purchase order total is payable by the Owner if the project is cancelled at any time after receipt of order. This fee is added to any time and materials already purchased in the project. Should the Owner no longer require any hardware or associated goods (including software licenses) purchased for the project, any original equipment manufacturer (OEM) fees or their restocking or return fees will be passed on to the Owner. Additionally, the Owner agrees that any hardware or associated goods (including software licenses) that cannot be returned to the OEM must be paid for in full and will become the property of the Owner. The Owner explicitly acknowledges that cancellation fees on some customized goods may be equal to 100% of the purchase price as the goods cannot be used elsewhere.

If a petition is filed by or against a party under any provision of the appropriate bankruptcy laws, the other party may terminate this Agreement and allied agreements immediately upon written notice.

If this Agreement is terminated, the Owner agrees to cease using any Grantek-supplied equipment and return to Grantek all drawings, design documents, discs, DVDs or other memory devices associated with the Agreement. The Owner will not retain copies, notes or excerpts thereof including copies on any storage media.

Contract Resolution

The Owner agrees to reimburse Grantek for any costs incurred in enforcing this Agreement including but not limited to those of an attorney.

When a dispute arises as the result of this Agreement that cannot be resolved in the normal course of business, Grantek or the Owner must provide written notice outlining the nature of the dispute. Grantek and the Owner will attempt in good faith to resolve the dispute promptly by negotiation between executives who have sufficient authority to settle the dispute. Grantek and the Owner agree to seek the services of a mutually agreeable non-binding conciliator or mediator to resolve the dispute if sixty (60) days have passed without a resolution agreed to by both parties.

The Owner agrees that disputes involving third-party services requiring Grantek's expertise to resolve but beyond Grantek's scope of supply will be treated on a cost-plus basis.

Equal Opportunity

Grantek is an equal opportunity employer and has instituted an affirmative action program.

Safety, Health and Environment

Grantek provides its employees, sub-contractors and therefore its Owners with an industry-leading health, safety and environment program. The Owner agrees to provide Grantek's employees and its agents with a safe working environment. Furthermore, the Owner agrees, at their cost, to provide adequate safety, health and environmental training (including, but not limited to: site orientation, WHMIS, GMP/cGMP, HACCP and clean room access training). The Owner will also supply all specialized clean room or Personal Protective Equipment (PPE) in good working order and also provide adequate training on the use of the aforementioned equipment.

The Owner agrees to notify Grantek in advance of any confined space entry requirements or working at height requirements associated with this project. Grantek personnel require access to adequate fall safety equipment when working at heights as covered by US law. The Owner also agrees to notify Grantek in advance of any environmental situations such as the requirement for self-contained breathing apparatus, extreme cold, extreme heat, work in pressurized areas, work in de-pressurized areas, oxygen levels below 19.5% or above 22.0% or the presence of

noxious gases. In particular, the Owner also agrees that electronic equipment normally used by Grantek personnel is not rated for hazardous environments or clean rooms or other GMP/cGMP areas and any specialized equipment must be furnished by the Owner or hired by Grantek as part of the scope of the project.

The Owner agrees to take reasonable precautions in protecting Grantek and its agents from unusual conditions that may result from working in a construction or other project zone such as debris, paint or other contaminants. For summer work when HVAC systems are not yet commissioned, reasonable efforts will be made to provide for re-circulation of air and adequate access to drinking water. Similarly, for winter work similar provisions will be made to provide access to portable heaters.

The Owner agrees to take a reasonable and rational approach with regards to enforcing their Safety, Health and Environmental policies at their facility in regards to Grantek and its agents. This includes, but is not limited to, extra verbal advice on use of PPE or other safety procedures unique to its site.

The Owner agrees to protect Grantek work zones from incursion by other persons not familiar with site safety including but not limited to machine safety and electrical safety (particularly during commissioning when machine guarding and panel doors are not in place or are by-passed). The Owner also agrees that normal safety rules applying to its facility may not necessarily apply including, but not limited to, by-passing of machine guarding, open panel doors, disabled safety circuits and disabled fusing.

The Owner agrees that circumvention of Safety, Health and Environmental safeguards in equipment supplied by Grantek as the result of negligence, misuse, unauthorized modification, inadequate maintenance or other factors nullify any liability or warranty claims made against Grantek.

The Owner agrees that after the review and approval of the Functional Specification associated with this project that any design or associated Safety, Health and Environment items are cost-plus extras. As such, at time of contract quotation, the Owner will explicitly list all federal, state, municipal or other regulations that govern the use of equipment associated with this project. The Owner agrees to furnish Grantek copies of aforementioned regulations for use during the project design. Grantek does not assume any responsibility for compliance with regulations outside of its direct scope of supply.

Conformance with regulatory changes initiated after the approval of the Functional Specification or as the result of the re-location of equipment is the responsibility of the Owner.

The Owner agrees to provide Grantek staff with adequate facilities while on site including but not limited to access to first aid facilities, potable water, toilet facilities, shower facilities (if required), a break/lunch room and safe storage for tools, laptops and allied equipment. If the Owner is unable to undertake such an agreement, then they agree to compensate Grantek for the hire of a project trailer, lockers or equivalent including any fees for electricity, Internet access and waste disposal.

Force Majeure

“Force Majeure” means an event or circumstance, the cause of which is beyond the reasonable control of the party affected thereby and which could not reasonably have been foreseen and provided against by the party affected thereby, including, without limitation, acts of god, strikes, lock outs or other labor or industrial disturbances, accidents, fires, explosions, weather conditions materially preventing or impairing work, inability to secure fuel, power, materials, contractors or labor, mechanical breakdown, failure of equipment or machinery, delays in transportation, wars, civil commotion, riot, sabotage, medical epidemics, quarantines or other public health risks or responses thereto, applicable legislation and regulations thereunder, interruption by government or court orders and future orders of any regulatory body of competent jurisdiction. Notwithstanding any other provision of the Agreement, if by reason of Force Majeure, either party is wholly or partly unable to perform certain elements of its obligations hereunder, or is materially hindered or interfered with in its performance of such obligations, it shall be relieved of those obligations (excluding the payment of money due to the other party under this Agreement) to the extent, and for the period, that it is affected by Force Majeure, provided that the affected party gives the other party prompt notice of such inability, hinderance or

interference. In addition, if the costs to Grantek to perform the Services and/or provide the Deliverables are materially and adversely impacted by Force Majeure, an equitable adjustment to the Total Price shall be made and mutually agreed upon by the parties. The party affected by Force Majeure shall use all reasonable efforts to remedy the situation and remove, so far as possible and with reasonable speed, the cause of its inability to perform, or the hinderance or interference in its performance, provided that there shall be no obligation on a party so affected to settle labor disputes or to test or to refrain from testing the validity of any order, regulation or law in any court having jurisdiction.

Governing Law, Jurisdiction and Venue

The Agreement created by the Owner's issuance of a purchase order for this proposal shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of Pennsylvania (Commonwealth of Pennsylvania), United States of America and any action or proceeding arising out of or related to this Agreement shall be brought only in the courts of such jurisdiction. The parties hereby consent to such jurisdiction and venue. Federal courts, where applicable under FAR, will overrule this item.

Licenses and Approvals

Except where specifically outlined in the contract documents or this Agreement, nothing contained herein this Agreement shall be construed as imposing responsibility of liability upon Grantek to obtain any permits, licenses (including export or import licenses) or approvals from any agency required in connection with the supply, erection or operation of the equipment.

Limitation of Liability

This clause is overruled as applicable by contract items such as the Performance Bond.

Grantek shall not be liable, whether in contract, warranty, failure of a remedy to achieve its intended or essential purposes, tort (including negligence), strict liability, indemnity or any other legal theory, for loss of use, revenue or profit, or for costs of capital or of substitute use or performance, or for indirect, special, liquidated, penal, incidental or consequential damages, or for any other loss or cost of a similar type, or for claims by the Owner for damages of the Owner's customers. Grantek's maximum liability under this contract shall be the contract price. The Owner and Grantek agree that the exclusions and limitations set forth in this Agreement are separate and independent from any remedies which the Owner may have hereunder and shall be given full force and effect whether or not any or all such remedies shall be deemed to have failed of their essential purpose.

After the conclusion of Grantek's warranty, all claims for liability are terminated except as to title.

When others use the works associated with this project outside of Grantek's control, the Owner undertakes to provide Grantek with the protection provided in this Agreement.

Non-solicitation

Both Grantek and the Owner agree that during the Term of this Agreement and for a period of (12) months following the expiration or termination hereof, neither party shall, directly or indirectly, hire or offer to hire or entice away or in any other manner persuade or attempt to persuade any officer, employee, agent, or customer of the other party to discontinue his or her or its relationship with the other party.

Ownership

The Owner will be given copies of all source code and all other developments produced by Grantek for this system, after Grantek has received full payment for all services related to this project. All developments produced by Grantek under this order shall remain the property of Grantek. Grantek retains the right to use any source code and other developments produced herein on any future projects.

Title of any goods delivered with this project remains with Grantek until final payment is received.

The Owner has the right to use all developments in perpetuity produced by this project for the original project only. As such, the Owner may not use any developments produced by this project for any other purposes or projects, without the written consent of Grantek. The Owner agrees that provision of Grantek's intellectual property to firms in competition with Grantek will cause Grantek irreparable injury and as such, the Owner agrees to protect

Grantek's intellectual property with reasonable steps to ensure that unauthorized persons are not able to obtain Grantek's trade secrets. The protection of Grantek's trade secrets will survive the termination of this Agreement for ten (10) years.

Grantek also notes that goods such as firmware, software and hardware supplied as part of this project may be subject to third-party license agreements. The Owner agrees to abide by these agreements including, but not limited to: transfer of license, exclusive use, prohibition of reverse engineering and disclosure to others.

The Owner and Grantek agree to notify each other within thirty (30) days of any breach of computer security affecting machine-readable data stored on any network or allied equipment. The Owner and Grantek undertake to put in place a reasonable security program to protect each other's intellectual property stored on system networks or allied equipment. However, the Owner and Grantek also agree that no liability applies for a breach of security unless gross negligence is involved.

Nuclear

To the fullest extent permitted by law, the Owner acknowledges and agrees that it shall be solely responsible and liable for, and shall defend, indemnify and hold harmless Grantek and its employees, agents, officers, directors, managers, insurers, affiliates, subsidiaries, subcontractors, consultants and vendors (collectively "Grantek Indemnitees") from and against any and all claims, action, suits, damages, obligations, liabilities, expenses, and losses (including but not limited to court costs, reasonable attorneys' fees, awards and settlements) arising out of, related to, or in connection with: (a) bodily injury or death or damage to property, psychological trauma that is suffered by a person resulting from bodily injury to that person or others, economic loss incurred by any person or entity as a result of bodily injury or damage to their property, costs incurred by a person or entity who loses the use of their property, and resulting wage losses related to the foregoing, caused by the hazardous, explosive, or toxic properties of Radioactive Material (as defined in this paragraph), including but not limited to ionizing radiation released from the Owner's premises, facility, equipment, fixtures, or the Owner's practices and procedures; (b) the Owner's use, storage, transportation, or transfer of Radioactive Material (as defined in this paragraph), and (c) preventative measures related to, or remediation or mitigation measures taken as the result of, the hazardous, explosive, or toxic properties of Radioactive Material (as defined in this paragraph), including but not limited to, ionizing radiation released from the Owner's premises, facility, equipment, fixtures, or the Owner's practices and procedure. As used in this paragraph, Radioactive Material means (i) nuclear fuel, other than natural uranium or depleted uranium, that can produce energy by a self-sustaining nuclear fission chain reaction outside a nuclear reactor, either alone or in combination with another material; (ii) radioactive material produced in the production or use of nuclear fuel other than natural uranium or depleted uranium; (iii) material that is made radioactive by exposure to radiation consequential on or incidental to the production or use of nuclear fuel other than natural uranium or depleted uranium; (iv) radioisotopes that have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose.

To the fullest extent permitted by law, the Owner agrees to include the Grantek Indemnitees as insured (on a primary and non-contributory basis) on the Owner's insurance policies providing coverage, in whole or in part, for such damages, obligations, liabilities, expenses, and losses, and the Owner shall provide Grantek with evidence of such coverage and such insured status of the Grantek Indemnitees prior to commencement of the work hereunder and thereafter upon written request submitted to the Owner from time to time by Grantek until all potential liability for or exposure to such damages, obligations, liabilities, expenses, and losses has expired and all such claims, action, suits are barred by operation of law.