

<p style="text-align: center;">General Terms and Conditions of Purchasing GEA PHE Systems North America, Inc.</p>
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The purchase order submitted herewith (the “purchase order”) is expressly conditional and contingent upon Seller’s acceptance of all terms and conditions set forth below. Seller agrees that these terms and conditions apply to the transaction contemplated by the purchase order and govern to the exclusion of all others, including Seller’s standard terms and conditions or any terms and conditions set forth on any purchase order acknowledgement.

1. GENERAL INSTRUCTIONS

- A. Our (“Buyer”) purchase order number must appear on all packages and invoices.
- B. If the purchase order cannot be filled according to our specifications, price, delivery instructions, terms and conditions, Seller must advise Buyer in writing immediately.
- C. If the order is not shipped by Seller, the name of the shipper must appear on Seller’s invoice.

Binding Contract. Unless otherwise noted in the Seller’s proposal, this proposal shall lapse automatically upon the expiration of a thirty (30) day period after the date of its submission unless it has been previously accepted by Purchaser or revoked in writing by Seller. This proposal does not become a binding contract until Seller confirms the Purchaser’s order in writing.

2. PRICE.

Buyer shall not be billed at prices higher than stated on the purchase order unless authorized in writing by Buyer or Buyer’s authorized representative. Seller represents that the prices charged for the items or services covered by the purchase order are the lowest prices charged by Seller to other buyers who are in competition with the Buyer for goods of like grade or quality, and upon conditions similar to those specified in the purchase order and that prices comply with the applicable government regulations in effect at time of quotations, sale or delivery. Seller agrees that any price reductions made in the items or services covered by the purchase order subsequent to its placement but prior to payment thereof will be applicable to it. Unless otherwise provided herein, Seller shall bear the cost of cartage, boxing or storing of the items covered by the purchase order.

3. CHANGES.

Buyer shall have the right at any time to make changes in the drawings, design, specifications, quantities, delivery schedules, methods of shipment or packaging and place of inspection, acceptance, and/or point of delivery of any item to be furnished or service to be rendered under the purchase order. No change shall be effective unless authorized in writing by Buyer or Buyer’s authorized representative. If such changes result in delay or an increase or decrease in expense to Seller, Seller shall notify Buyer immediately in writing and negotiate an equitable adjustment, provided, however, that Seller shall in all events proceed diligently to supply the items or perform the work or service contracted for under the purchase order as so changed. No claim by Seller for such equitable adjustment shall be valid unless submitted to Buyer in writing within thirty (30) days from the date of such notice of change accompanied by an estimate of charges resulting from such changes.

4. DELIVERY.

Time is of the essence for all delivery requirements and time frames set forth in the purchase order. Delivery of the items or rendering of the services detailed in the purchase order must be at the time or times specified therein or in written releases or other written instruction issued by Buyer. Buyer may from time to time change or temporarily suspend

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delivery schedules. In the event of late delivery of any items or late performance of any services detailed in the purchase order for reasons not attributable to Force Majeure or acts of Buyer, Buyer may, at its option and without any further liability hereunder, subject to Article 16 (b) terminate the purchase order for cause, partially terminate the purchase order for cause, vary delivery terms thereunder, or obtain the items or services from other sources, and Seller shall reimburse Buyer for such costs. Any losses sustained or costs incurred by Buyer as a result of late delivery shall be paid by Seller to Buyer.

5. INSPECTION.

Prior to payment or acceptance of any goods tendered or delivered or identified in the contract or purchase order, or of any services performed hereunder, Buyer shall have the right to inspect such goods or services at any reasonable place and time and in any reasonable manner. When the Seller is required or authorized to send the goods to the Buyer, the inspection may be after their arrival. All such goods, items, or services must conform to the specifications, instructions, drawings and data set forth on the face of the purchase order or incorporated therein by reference and/or to any samples whether furnished by Seller or Buyer, as well as all Seller's warranties, and the Buyer may revoke, reject and refuse acceptance of any items or services which do not conform. In the case of nonperishable goods Buyer shall notify Seller in writing of such rejection within five days after delivery or tender of delivery of the goods or services and may hold the rejected goods for Seller or return the rejected goods to the Seller at Seller's expense and risk. If the goods are perishable or threaten to decline in value speedily Buyer shall dispose of goods rightfully rejected in accordance with Section 2-603 of the Uniform Commercial Code of Pennsylvania, in either case at Seller's expense and risk. Buyer shall not be obligated to accept excess or partial shipments. Such shipments in whole or in part may be returned to Seller at its expense and risk. Payment for any goods or services purchased hereunder shall not be deemed an acceptance thereof.

6. WARRANTY.

Seller expressly warrants that the items and services specified in the purchase order, contract or otherwise covered hereunder shall be free from defects in workmanship and shall strictly conform to applicable specifications, instructions, drawings, data and samples, if any, including performance specifications and, if of Seller's design, will be free from design defects, and that items furnished pursuant to the purchase order, contract or otherwise hereunder will be fit for the use intended by Buyer and merchantable. These warranties shall be in addition to all warranties, express, implied or statutory. Seller shall be liable to Buyer for all claims, costs, expenses, damages (including compensatory, consequential, incidental, and special damages), and liabilities suffered or incurred by Buyer as a result of the failure of the item or service specified in the purchase order or contract to comply with the forgoing warranties. Neither inspection nor payment by Buyer shall constitute a waiver of any breach of any warranty. All warranties shall inure to Buyer, its customers and subsequent owners of the items or services covered hereunder or the end products of which they are a part. Seller agrees, at its expense and at Buyer's option, to defend or assist in the defense of any action against Buyer which action, in whole or in part, whether by way of claim, counterclaim or defense, is based upon an alleged breach of any Seller's warranties. Seller agrees to indemnify Buyer, its customers and subsequent owners for all liability, damages (including compensatory, consequential, incidental, and special damages), loss, cost and expenses, including reasonable attorney's fees, resulting from any breach of any of said warranties. Notice of any breach of warranty shall be given by Buyer to Seller within sixty (60) days after discovery thereof by Buyer. All warranties shall be construed as conditions as well as promises and shall not be deemed to be exclusive.

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7. TITLE AND RISK OF LOSS .

Title to and risk of loss on all items shipped by Seller to Buyer, notwithstanding any agreement to pay freight, express, or other transportation charges, shall not pass to Buyer until goods have been actually received, inspected, and accepted by Buyer. Cost of all returned shipments, for whatever reason returned, shall be borne by Seller.

8. PATENT INDEMNITY.

The Seller agrees as to any goods or items furnished pursuant to purchase order, contract, or otherwise hereunder which are not manufactured or processed in accordance with detailed design specification supplied solely by Buyer, to defend, indemnify and hold Buyer harmless, at Seller's own expense, from any legal proceeding instituted against Buyer (including its officers, employees, representatives, customers, successors, and assigns of any of them) and to pay the damages and cost awarded therein against Buyer, insofar as the same are based on a claim that the equipment or items furnished pursuant to the purchase order, contract, or otherwise hereunder or any part thereof in itself constitutes an infringement of any foreign or United States patent or which itself inherently carries out an infringing process in the use or sale of said items, provided Buyer gives Seller prompt written notice of such legal proceeding and also gives Seller all necessary authority, information and reasonable assistance to enable Seller at Seller's option to settle or defend the same.

In the event use of said equipment or items or any part thereof is enjoined, Buyer at its election may require Seller at Seller's expense to either:

- (i) procure within 30 days for Buyer the right to continue using said items or equipment or part, or
- (ii) modify same so it becomes non-infringing, or
- (iii) replace it with non-infringing equipment or part, or
- (iv) remove the item or equipment and refund that portion of the purchase price paid therefore by Buyer for the item or equipment less 10% thereof each 12 months following the date of its acceptance.

The foregoing is in addition to any other written warranty, obligation or liability for patent infringement that may rise pursuant to the provision of the Uniform Commercial Code of Pennsylvania.

9. LIENS AND ASSIGNMENTS .

All articles and services furnished pursuant to the purchase order, contract, or otherwise hereunder shall be free and clear of any and all liens and encumbrances, including but not limited to mechanics' and material men's liens.

10. ENGINEERING INFORMATION, TOOLS, ETC .

All designs, tools, patterns, drawings and any other information of equipment supplied by the Buyer to the Seller relating to or for use in manufacture of the articles, materials or services contracted for by purchase order, contract, or otherwise herein are to be considered as the sole property of the Buyer. By accepting this order, Seller expressly agrees that it will not use any of them in the production or manufacture of larger quantities than those specified by Buyer, without first obtaining the express consent and license in writing of the Buyer. At the termination of this contract, they shall be returned to the Buyer unless the Buyer shall otherwise direct. Unless otherwise agreed in writing, Seller at its own expense shall supply any special dies, tools, patterns, gauges and equipment used in the manufacture of said articles and shall keep them in good condition, and replace the same when necessary. Where materials are furnished by Buyer, title to and the right to immediate possession of such materials in all stages of construction shall be and remain with buyer.

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Unless otherwise specified on the face of the purchase order or contract, the prices are based upon the Seller retaining all unusable scrap material for sale to government-approved agencies as part of his remuneration for the work performed.

11. ANTITRUST COMPLIANCE.

Seller expressly covenants that the items and goods sold pursuant to the purchase order, contract, or otherwise hereunder are sold in full compliance with the Federal Trade Commission Act and the Clayton Act, as amended, and all other federal antitrust statutes.

12. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970.

Seller covenants that the items or goods or services purchased by Buyer are sold or furnished in full compliance with the Occupational Safety and Health Act of 1970, as amended, and all standards, rules, regulations and orders issued pursuant thereto and all other federal and state occupational safety and health statutes, the provisions of which are substantially the same as those found in the Occupational Safety and Health Act of 1970 or administered by any state pursuant to that Act. All sales of hazardous materials as defined in Title 29 or the Code of Federal Regulations, Chapter VIII, Parts 1501 - 1503, shall be accompanied by a completed U. S. Department of Labor Material Safety Data Sheet, Form OHF A-20, by the Seller for each product sold to Buyer.

13. CONSTRUCTION, ENGINEERING AND DESIGN SERVICES.

If the purchase order or contract, in whole or in part calls for the performance of construction, engineering or design services, including research and development work, the Buyer's supplementary, general and special terms and conditions covering construction, engineering and design services, a copy of which is annexed hereto, shall apply and be deemed to be a part of the purchase order or contract.

14. COMPLIANCE WITH LAWS .

On request, Seller shall furnish Buyer certificates of compliance with all applicable laws, orders and regulations of the federal or any state or municipal government or agency thereof, which apply to the purchase order or contract. Seller covenants to exonerate and hold Buyer harmless from and against any and all costs, damages, liabilities, claims and expenses, including reasonable attorney's fees, suffered or occasioned by Buyer directly or indirectly through any failure of Seller to comply with any such applicable law, regulation or order. Seller shall, at time of delivery or invoicing certify that goods sold hereunder were manufactured or produced in full compliance with the Fair Labor Standards Act of 1938, as amended, to the date of certification and all applicable United States Department of Labor Regulations promulgated thereunder.

15. PAYMENT.

Invoices may be paid according to discount terms or if no discount is offered approximately forty-five (45) days after receipt and acceptance of the items or completion and acceptance of services unless other terms have been specified by GEA PHE NA, Inc. Unless specified otherwise, discount periods will be computed from either the date of delivery plus three days allowance for inspection or the date of receipt of correct invoices, prepared in accordance with the terms of Buyer's purchase order, whichever date is later.

16. TERMINATION.

Buyer shall have the right to terminate the purchase order or contract or any part thereof at any time by written or telegraphic notice or verbal notice to Seller, confirmed in writing.

(A) Without Cause - In case of termination by Buyer of all or any part of the purchase order or contract without cause, any termination claim by Seller must be submitted to Buyer

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within sixty (60) days after the effective date of termination, and Buyer's liability shall be limited to actual expenditures incurred by Seller on the purchase order. The provisions of this subparagraph shall not limit or affect the right of Buyer to terminate this purchase order for cause and shall not apply to a termination with cause.

(B) For Cause - If Seller fails to make any delivery in accordance with the agreed delivery date or schedule and such failure is not due to any cause of Force Majeure as set forth in Article 20 herein, or otherwise fails to observe or comply with any of the other instructions, terms, conditions or warranties applicable to this purchase order or fails to make progress so as to endanger performance of the purchase order or contract, or in the event of any proceedings by or against Seller in bankruptcy or insolvency or appointment of a receiver or trustee or an assignment for the benefit of creditors, Buyer may in addition to any other right or remedy provided by the purchase order or by law terminate all or any part of the purchase order or contract by telegraphic or other written notice to Seller without any liability by Buyer to Seller on account thereof. Buyer may require a financial statement from Seller at any time during the terms of the purchase order or contract for the purpose of determining Seller's financial responsibility. In the event of termination for cause, Buyer may produce or purchase or otherwise acquire supplies or services elsewhere on such terms or in such manner as Buyer may deem appropriate and Seller shall be liable to Buyer for any excess cost or other expenses incurred by Buyer.

17. TAXES AND OTHER EXACTIONS .

Seller agrees to assume exclusive liability under all laws that impose taxes or other exactions on the manufacture or sale of the items to be furnished pursuant to the purchase order, contract, or otherwise hereunder, or any component part thereof, or on any process of labor involved therein, or on any services to be rendered by Seller, and to pay any and all such taxes except those Buyer specifically agrees or is by law required to pay. Any taxes to be paid by Buyer shall be separately stated on the invoice. Prices shall not include any taxes for which Seller can obtain, or Buyer can furnish exemption.

18. REMEDIES.

The remedies reserved to Buyer herein, except where expressly stated to be exclusive, shall be cumulative and in addition to any other or further remedies provided by law. No waiver of any breach of these provisions shall be deemed to constitute a waiver of any other breach. In the event of a breach by Seller of any of the terms specified herein, or the terms of the purchase order or contract, Buyer shall, in addition to all other remedies available at law, equity or specified hereunder, be entitled to recover all compensatory, consequential, incidental, and special damages suffered or incurred by Buyer as a result of Seller's breach. None of the provisions herein shall be interpreted to in any way limit Buyer's ability to recover compensatory, consequential, incidental, and special damages.

19. ASSIGNMENT.

Neither the purchase order, contract, nor any rights or obligations herein may be assigned by Seller nor may Seller delegate the performance of any of its duties hereunder without, Buyer's prior written consent. The terms and conditions of the purchase order or contract shall bind any permitted successors and assigns of Seller. Any consent by Buyer to assignment shall not be deemed to limit Seller's liability to Buyer or waive Buyer's right to recoupment and/or set off of claims arising out of this or any other transactions with Seller, its divisions, affiliates or subsidiaries, or to settle or adjust matters with Seller without notice to permitted successors and assigns.

20. FORCE MAJEURE.

Either party to the purchase order or contract shall be free from liability for failing to perform hereunder if such failure is caused due to acts of God, wars (whether declared or not),

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invasion by foreign enemies, rebellion, riots, any act of terrorism, labor difficulties, fires or other causes beyond the reasonable control of the affected party. In the event that Seller is unable to perform for such reason beyond its reasonable control, Buyer shall have the right to either continue the delivery dates by a period equal to the delay, or terminate the purchase order or contract subject to the provisions of 16(A) "Termination Without Cause."

21. INDEMNITY.

Seller agrees to indemnify and hold Buyer harmless from any and all claims, demands, liabilities, actions, loss or damage of any kind whatsoever, including incidental, consequential, and special damages, along with all costs including reasonable attorney's fee connected therewith, brought by or on behalf of any person or persons arising out of, directly or indirectly, the performance of the purchase order or contract, including but not limited to claims or actions made or brought by or on behalf of Seller's employees, agents, representatives or assigns or sub-contractors or their employees, agents, representatives or assigns.

22. INSURANCE.

In the event the purchase order or contract requires Seller to enter upon the premises of Buyer or Buyer's customer, Seller represents that it has and will maintain the following types and amounts of insurance coverage.

- (1) Workers' Compensation
- (2) Employers' Liability
- (3) Comprehensive General Liability (including blanket contractual liability):
 - Bodily injury \$1,000,000 each person
 - \$1,000,000 each occurrence
 - \$1,000,000 aggregate
 - Property Damage \$ 500,000 each occurrence
 - Broad Form Property/Damage \$ 500,000 each person
 - Personal Injury
- (4) Comprehensive Automobile Liability:
 - Bodily Injury \$1,000,000 each person
 - \$1,000,000 each occurrence
 - Property Damage \$ 500,000 each occurrence

Seller will furnish a certificate of insurance reflecting such coverage to Buyer upon request.

23. ANTI-KICKBACK ACT.

By accepting the purchase order or contract, Seller represents, covenants and warrants to and with Buyer that Seller and all subcontractors below Seller are in full compliance with the Anti-Kickback Act of 1938 ("The Act"). Seller further agrees to indemnify and hold harmless Buyer, its parent, and their respective directors, officers and employees from any fines, sanctions, penalties, and any other damages resulting from a violation of The Act by Seller or any subcontractors below Seller. All defined terms set forth in The Act apply to this clause.

24. EQUAL EMPLOYMENT CLAUSE.

Seller guarantees compliance with the provisions of Executive Order 11246 pertaining to non-discrimination in employment. Under Section 203, Paragraphs A and B, of the Executive Order, Seller agrees to file compliance reports with the appropriate federal agency and on request to supply Buyer with copies of the compliance reports and any other information necessary to demonstrate compliance.

25. ENTIRE CONTRACT.

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The purchase order or contract, all exhibits or attachments thereto, and these Purchase Order Standard Terms and Conditions constitute the entire agreement between the Buyer and Seller and may not be amended unless in writing signed by the authorized Buyer or Seller or a representative of the Buyer or Seller.

26. CONSTRUCTION.

The purchase order or contract, all exhibits or attachments thereto except where expressly herein provided otherwise, and these Purchase Order Standard Terms and Conditions shall be interpreted and construed in accordance with the Uniform Commercial Code and the laws of the Commonwealth of Pennsylvania. All disputes arising between Buyer and Seller shall be resolved exclusively in the Court of Common Pleas of York County, Pennsylvania. Buyer and Seller submit to the personal jurisdiction of said Court for purposes of resolving any such dispute.

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