



## GENERAL TERMS AND CONDITIONS

All quotations, products and services provided by Petroleum Analyzer Company, LP or any of its affiliated business units [including AC Analytical Controls B.V. and Advanced Sensors Limited] ("PAC") or their representatives to any customer, distributor, original equipment manufacturer, end-user, or other purchaser ("Buyer") are furnished only on the terms and conditions stated herein ("Terms"). By ordering and accepting delivery of ("Products") from PAC, Buyer agrees to and accepts these Terms and agrees that, unless modified by separate negotiated agreement as provided below, these Terms, together with the item, quantity, price, delivery, and similar terms specified or confirmed in PAC's quotation, order acknowledgement and/or invoice, constitute the entire agreement of the parties (the "Contract"), superseding all other communications and documentation. PAC hereby expressly rejects any different or additional terms or requirements, preprinted or otherwise, including without limitation any government procurement regulations or contractual clauses of any nature, contained or referenced in any purchase order or other documentation furnished by Buyer, whether before or after delivery of the products or services, even if receipt thereof is acknowledged by signature or otherwise. **No modification of these terms shall be effective unless set out in a separate negotiated agreement signed by an authorized officer of PAC, and Buyer's rights and obligations hereunder may not be assigned or transferred in any manner, whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise, without PAC's prior written consent.**

**QUOTATIONS & PRICES:** Unless otherwise specified in a PAC quotation or negotiated agreement, all prices are in US Dollars and subject to change without notice. Quotations are valid for thirty (30) days unless otherwise specified and may be changed or withdrawn at any time prior to acceptance. Quotations to non-U.S. Buyers are solicitations for offers to purchase. Clerical or typographical errors are subject to correction. Quoted prices and dates for delivery or performance are valid only for the quantities, terms and payment schedule specified, and are subject to receipt of Buyer's corresponding purchase order within ninety (90) days from the date of the quotation, unless otherwise agreed in writing. Prices do not include, and Buyer is responsible for payment of, any applicable sales, use, value added, excise, goods and services, property, customs, import/export, visa, permitting, brokerage, stamp, documentary, or other taxes, tariffs, fees, duties, withholdings, or government charges, domestic or foreign, related to the Products supplied (other than taxes on PAC's net income). Any such amounts paid by PAC will be added to Buyer's invoice unless Buyer provides an exemption certificate acceptable to the applicable taxing authority.

**ORDERS & ACCEPTANCE:** Orders must be presented in writing or via electronic means acceptable to PAC and will be binding on PAC only when accepted by written or electronic acknowledgement or provision of Products ordered. Each order must state the intended end use and destination of the Products, and PAC

reserves the right in its discretion and without liability, to decline any order or to specify an alternate schedule if it is unable for any reason to fulfill the order in its usual course of business. PAC may allocate available personnel, inventory, and production in its sole discretion. Where PAC provides a quotation for Products, Buyer's order must accept and reference the quotation in its entirety and without modification in order to receive quoted pricing. PAC will endeavor to accept and deliver orders promptly; it is understood, however, that dates indicated for delivery or performance represent best current estimates only, and PAC will have no liability for failure to perform within such dates. Where orders are placed, quoted, acknowledged, and/or invoiced by electronic transmission, the data transmitted will be deemed "in writing" and "signed;" and any printout of electronic transmissions maintained in the ordinary course of business will be considered an "original" and admissible as between the parties to the same extent and under the same conditions as other business records maintained in documentary form. PAC shall be entitled to assume that persons placing orders on behalf of Buyer (electronically or otherwise) are authorized to do so and to accept these Terms.

**CHANGE & CANCELLATION:** Once accepted by PAC, orders may not be cancelled in whole or in part without PAC's prior written consent. Any change requested by Buyer, including suspension or deferment of scheduled Services or deliveries, must be submitted in writing and is subject to written acceptance by PAC in its discretion, which may be conditioned upon payment of associated costs or charges, as determined by PAC, including without limitation retooling, handling and storage costs, and costs or charges payable to third parties, as well as appropriate adjustment of delivery schedules. PAC may cancel or suspend performance of the Contract or any order for cause or require payment prior to manufacture or performance if Buyer makes any arrangement for the benefit of creditors, is subject to any voluntary or involuntary bankruptcy, insolvency, liquidation, receivership, or similar proceedings, becomes unable to meet its obligations as they mature, or fails to meet any of its obligations herein. Buyer may not assign or otherwise transfer any of its rights or obligations under the Contract without PAC's prior written consent, and no-one other than Buyer and its permitted assignees will have any rights against PAC under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.

**DELIVERY & INSPECTION:** All shipments are ExWorks (Incoterms 2010) during PAC's normal business hours, with goods packaged for overland transport in accordance with PAC's standard commercial practices. Buyer bears all risk and expense for delivery of goods, including without limitation shipping, loading, unloading, storage, freight, and insurance, and title will pass upon delivery, as evidenced by the carrier's bill of lading, subject to PAC's rights as an unpaid creditor. PAC may release Products for collection by any carrier notified in writing by Buyer who purports to be collecting on Buyer's behalf, and if not previously accepted, receipt of delivery by or on behalf of Buyer will constitute acceptance of these Terms. PAC will use reasonable efforts, but will not be required, to comply with Buyer's delivery procedures and, at Buyer's request and expense (but without liability) will use reasonable efforts to make shipping arrangements on Buyer's behalf for further packing, collection and carriage. Any shipping contracts made by PAC are solely for Buyer's account and, if paid for by PAC, will be invoiced to Buyer in addition to the Product price. PAC will not be responsible for loss or damage in transit. Buyer must inspect all items upon arrival and provide written notice to PAC, within 14 days of delivery of any claim for shortage or other nonconformance. If Buyer fails to give timely notice, all Products will be deemed to have been duly delivered and accepted. Use or resale of Products in any manner following delivery will also constitute acceptance by Buyer. Claims for loss or damage in transit should be made directly to the delivering carrier and will not affect Buyer's payment obligations to PAC. Buyer's acceptance of items tendered as provided herein is final and irrevocable; any claims



by Buyer thereafter must be in accordance with PAC's Warranty, as set out below. If Buyer is unable or unwilling to accept delivery of Products on the acknowledged delivery date, PAC may retain the Products and arrange for their storage and insurance as it deems appropriate at then-current rates and charges, and such arrangements will be treated as constituting delivery to Buyer in accordance with the Contract for all purposes.

**PAYMENT TERMS:** For customers without approved credit terms, payment in advance of shipment is required by COD, letter of credit, or other method approved by PAC. Credit terms, if any, require PAC's written approval and are measured from date of invoice. Deposits or stage payments, if any, are non-refundable; no discount for early payment is authorized without PAC's written consent. Partial shipments will be billed as made and payable upon the terms above. Payment terms will not be affected by any delay in delivery or acceptance. PAC reserves the right to modify credit terms or require advance payment, letter of credit or COD when, in PAC's opinion, Buyer's financial condition or previous payment record so warrants. Any dispute regarding an invoice must be provided in writing within 30 days from the invoice date and will not excuse payment of undisputed amounts due. If Buyer is delinquent in any payment due, PAC may exercise any and all legal remedies, including set-off, and may suspend performance and/or institute credit hold procedures on all open orders. Future orders will not be confirmed until Buyer's account is brought current. A service charge not to exceed the lesser of 1.5% per month or the maximum legal rate may be charged on past due balances, and all debt collection and legal costs incurred by PAC in attempting to recover such sums will be charged to Buyer's account, up to the maximum allowed by law. PAC may apply any funds received from Buyer in its discretion to the payment of any and all amounts owed to PAC by Buyer.

**RETURNS:** All returns (including returns under Warranty) require prior authorization from PAC in the form of a Returned [Goods][Materials] Authorization Number ("RGA][RMA] Number"), which may be obtained by contacting PAC's [sales] [customer service] department. Proof of purchase is required. The [RGA][RMA] Number is valid for 30 days from issuance and must be clearly marked on all shipping documents and correspondence. PAC will have no responsibility or liability for Products returned without an [RGA][RMA] Number and may reject and return the same to Buyer freight collect. Products returned for credit must have been purchased within [thirty (30) days] prior to the date of return, in the same condition as when they were shipped by PAC, and in their original, unopened packaging. PAC will inspect items upon receipt and issue credit based on the age and condition of the Products and the terms herein. A minimum restocking charge of thirty-five percent (35%) will be charged for all returns.

Special Order items (goods that are not stock items of PAC) are not returnable or refundable under any circumstance. After [thirty (30) days], all sales are final.

**PRODUCTS & DOCUMENTATION:** All Products, when delivered by PAC, will substantially conform to PAC's then-current published specifications as set out in the applicable product documentation, instructions, user guides, and/or manuals ("Documentation"); however, Buyer is responsible for validation of each specific Product application and any use of Products in combination or conjunction with any products, software, services, components, attachments, or accessories not supplied or specified by PAC for such purpose, including all necessary testing and qualification, and will put in place all

necessary systems and protections to ensure that any failure or defect relating to Products will not result in any other or further damage, liability, or safety issues. PAC shall provide such Documentation, if any, as specifically identified in PAC's quotation or acknowledgement. All Documentation and data are provided "AS IS" and without warranty. Any description, sample, or model is for identification or illustrative purposes only and should not be construed as a warranty that the Products will conform to the description, sample or model. PAC continuously strives to improve the quality and performance of its Products and reserves the right to discontinue or modify the design, specifications, materials, components, and/or finishes of its Products at any time, unless otherwise agreed in a PAC quotation.

**SERVICES:** Where Buyer requests field commissioning, start-up, installation, supervision, site survey, training, consultation, or other professional services ("Services"), PAC will provide a service quotation detailing the Services (including location(s) for any onsite Services) and the applicable charges, rates and expenses to be paid by Buyer. Services will be performed Monday through Friday during normal business hours. Dates quoted by PAC for performance of Services are estimated and subject to confirmation upon coordination with Buyer of final scheduling and site preparation requirements. Service Contracts are available for longer-term preventive maintenance and other Services with turnaround times and coverage based on the Service Contract purchased. Prices quoted for Services do not include consumables such as columns, septa, seals, vials, caps, syringes, filters, liners, pistons, nuts and ferrules, jets, igniters, plugs, filament, test samples, fuses, and indicator lamps, all of which will be separately charged. Where on-site Services are required, Buyer is responsible for providing a safe and suitable worksite with all equipment and adequate utilities and other services ready and accessible by PAC's personnel on the scheduled service date. No Services will be performed if PAC reasonably believes that conditions at Buyer's site represent a safety or health hazard to any PAC personnel. PAC must be notified promptly of any relocation of equipment and if PAC determines that such relocation requires a change in price and/or schedule, Buyer will provide an extension of time and/or reimbursement of additional costs as so determined. If equipment is not available to be serviced or if Buyer is unable or unwilling for any reason to accept performance of Services in accordance with these Terms on the acknowledged service date, PAC will use commercially reasonable efforts to perform the Services as soon as practicable following your confirmation, by not less than 14 days' notice in writing, of the date on which it will be ready. If that date is more than 30 days later than the original service date, PAC will be entitled to invoice and receive payment for the Services as if they had been completed. PAC shall also be entitled to reimbursement at its standard rates for any extra time, travel, or expense resulting from absence or inadequacy of rescheduling arrangements or other delay or prolongation of installation caused by Buyer or its representatives, including delays due to Buyer-requested changes, suspension or deferment of Services, or in providing required approvals and/or information. Buyer shall maintain insurance protecting Buyer and PAC against any loss, liability, or expense arising from or in connection with the performance of onsite Services and shall furnish certificates evidencing such coverage upon request.

**SOFTWARE & FIRMWARE:** Any software provided by PAC including without limitation internal system code, firmware, and/or operating system software ("Software") is licensed, not sold, and PAC grants Buyer a limited, non-transferable, non-exclusive license to use such Software only in machine



readable form and only as part of the normal operation and maintenance of the Product(s) with which it is provided, as initially configured by PAC, and, subject to your payment of such additional fees, if any, as PAC may require, on updated, upgraded or otherwise enhanced computer processors or controllers comprising or used in conjunction with the Products. All rights in and to such Software that are not expressly granted to Buyer are expressly reserved. Buyer may not duplicate the Software, in whole or in part, or transfer, sublicense, distribute, sell, or otherwise provide or disclose the Software or any portion thereof to any third party, or decompile, disassemble or otherwise reverse engineer any of its object code. The license granted to Buyer will terminate when Buyer discontinues use of the Products with which such Software is provided, at which time the Software must be permanently deleted from Buyer's computers and storage media and any copies destroyed or promptly returned to PAC.

**COMPLIANCE:** PAC will provide appropriate quality control, safety, testing, and inspection in accordance with its standard commercial practices, will comply with all laws and regulatory requirements applicable to its facilities and operations, and will use commercially reasonable efforts to comply with Buyer's reasonable site safety and security requirements. PAC is not responsible for any additional compliance, quality, inspection, or other requirements referenced in Buyer's order documentation or otherwise unless specified in a PAC quotation. Buyer is responsible for compliance with all laws and regulatory requirements applicable to its facilities and operations and its purchase, shipment, export, import, use, storage, and/or disposition of PAC's Products, including without limitation payment of all applicable taxes and duties, obtaining all required licenses and permits, and compliance with applicable export control and/or destination-specific requirements, it being understood that PAC makes no warranty regarding compliance with such requirements.

**PROPRIETARY INFORMATION:** Buyer agrees that the pricing and terms provided by PAC to Buyer and all proprietary technology, inventions, designs, know-how, specifications, processes, methods, know-how, trade secrets and information used or embodied in the Products, parts, software, Documentation, drawings, and other items furnished by PAC or utilized in connection with the Services, including all summaries, extracts, reproductions, or other derivatives thereof and all related intellectual property rights worldwide (whether or not registered), regardless of when the same are or were conceived, developed, generated, or produced ("Proprietary Information"), shall be and remain the sole property of PAC and may not be disclosed, reproduced, or used for any purpose other than the authorized use of PAC's Products. Buyer shall neither acquire nor claim any right, title, or interest in, and shall maintain the confidentiality of, all Proprietary Information, and shall limit access thereto to those of its Representatives having a specific need to know and a written obligation to protect such information on terms no less restrictive than those herein. Buyer will be responsible for any

#### LIMITED WARRANTY

All goods and services ("Products") provided by Petroleum Analyzer Company, LP or its affiliated business units [including without limitation Walter Herzog, ISL, Phase Analytical Company, CVI, PAC Singapore PTE Ltd, PAC Shanghai, AC Analytical Controls B.V. and Advanced Sensors Ltd] (collectively "PAC") or PAC representatives are warranted in accordance with the applicable limited warranty below ("Warranty"). The Warranty is effective only upon payment in full for the Product(s) to be warranted, extends to: (1) the original Buyer (which is the end-user) in direct sales channel geographic areas, and (2) the end-user who purchases the PAC products from PAC authorized channel partners and integrators in indirect sales channel geographic areas. The warranty may not be transferred from one end-user to another by operation of law or otherwise. No employee, agent, reseller, or other person is authorized to modify or extend the Warranty or to assume for PAC any other liability in connection with its Products.

breach by its Representatives. Reproduction, reverse engineering, decompiling, adaptation or development of PAC's Products or Proprietary Information is expressly prohibited. It is agreed that any breach of this Section may cause PAC irreparable harm for which monetary damages would be inadequate, and that immediate injunctive or other equitable relief are appropriate and available to PAC to prevent any violation, threatened or actual, and without proof of actual damage.

**LIMITATION OF LIABILITY:** Neither party will be liable for nonperformance or delay in performance of any obligation (other than payment of monetary sums due) to the extent caused by circumstances beyond its reasonable control and without negligence on its part. For delays resulting from such causes, performance will be correspondingly extended. Any action against PAC arising out of or relating to any Products or transactions to which these Terms apply must be brought within two (2) years after the cause of action arises or performance hereunder is completed or terminated, whichever first occurs in the State or Federal courts located in the State of Texas, USA, and Buyer hereby submits to the jurisdiction of such courts for purposes of any such action. **IN NO EVENT WILL PAC BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR OTHER INDIRECT LOSSES OR DAMAGES, HOWEVER CAUSED, WHETHER FORESEEABLE OR NOT, AND EVEN IF ADVISED OF THE POSSIBILITY THEREOF. PAC'S AGGREGATE LIABILITY IN DAMAGES OR OTHERWISE FOR ANY AND ALL CAUSES SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID OR PAYABLE TO PAC FOR THE APPLICABLE ORDER. THESE LIMITATIONS WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER CONTRACT, TORT, INDEMNIFICATION, STRICT LIABILITY, OR OTHERWISE, NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. FOR EUROPEAN CUSTOMERS, THE FOREGOING SHALL BE MODIFIED SOLELY AS REQUIRED UNDER THE PRODUCT LIABILITY ACT, IT BEING AGREED THAT CLAIMS OVER AND ABOVE THOSE UNDER THE PRODUCT LIABILITY ACT WILL NOT BE MADE BY BUYER AGAINST PAC, AS MANUFACTURER, UNDER ANY THEORY OF LIABILITY, INCLUDING BY MEANS OF INDEMNIFICATION OBLIGATIONS.** Buyer acknowledges that these limitations are a material part of the bargain between the parties and are reflected in Product pricing, which would be higher without these limitations.

**GOVERNING LAW:** The jurisdiction of performance is exclusively the head office of the PAC business unit delivering the Products, and the laws of such jurisdiction (without giving effect to its conflict of law provisions) shall exclusively govern the construction and enforcement of the Contract and related transactions. The United Nations Convention on Contracts for the International Sale of Goods, the Uniform Law on the Formation of Contracts for the International Sale of Goods, and any international discovery and service of process conventions shall be inapplicable.



**PAC Products.** PAC warrants that all Products manufactured by PAC will be free from defects in materials and workmanship under normal use in a typical operating environment for a period of twelve (12) months from the date of installation of the Products or eighteen (18) months from the date of invoice, whichever is earlier, or such other period as may be stated in PAC's quotation or order acknowledgement. Spare parts manufactured by PAC are warranted under the foregoing warranty for ninety (90) days from date of invoice. Option and accessory items not manufactured by PAC are warranted only by the original manufacturer and only if and to the extent set forth in the original manufacturer's warranty. PAC will not be liable for any damage or loss of any nature with respect to such third-party products or failure of any such supplier to perform under its warranty.

**PAC Services.** PAC warrants that all Services will be performed in a professional manner consistent with good industry practices, and that all parts (including remanufactured parts) supplied in connection with the Services will be free from defects in materials and workmanship in each case for ninety (90) days following the completion of the Services. Buyer should inspect all Products upon completion of Services and notify PAC of any defect or non-conformance within seven (7) days from the completion of the service work.

**Limited Remedy.** During the applicable Warranty period above, any defective Product that is determined upon PAC inspection not to conform to the foregoing Warranty will be repaired or replaced with a conforming replacement Product or part, at PAC's sole option. The repaired or replacement Product is then warranted under the terms of this Warranty for the balance of the original Warranty period or ninety (90) days, whichever is longer. Warranty service may be performed on location or on a return-to-factory basis, as determined by PAC. For factory service, each party is responsible for its own shipping costs (freight prepaid). PAC will provide at its expense all parts and labor to effectuate the required repair or replacement (excluding consumables, wear, and maintenance parts), but will not be responsible for any other costs, including without limitation costs of dismantling, disassembly, de-installation, removal, or reinstallation of Buyer or third-party equipment or software or costs of procurement of substitute items (on an interim basis or otherwise). Products or parts replaced under Warranty will become the property of PAC. For non-conforming Services, PAC's sole obligation will be reperformance or correction of any Services that are shown, to PAC's reasonable satisfaction, not to have been provided in accordance with PAC's Quotation or specifications. If repair, replacement, or correction of non-conforming Products or Services is not, in PAC's opinion, commercially feasible, PAC's sole obligation will be to refund an equitable portion of the purchase price paid by Buyer for the non-conforming Product or Services (or portions thereof). Service required beyond the normal scope of warranty (see Exclusions below) or after expiration of the applicable Warranty period will be billable repairs, and PAC will charge Buyer its then-current rates and prices for parts, labor and transportation. Buyer may also be billed for time, travel and other costs associated with Warranty claims with no fault found.

**Buyer Responsibilities.** To qualify for Warranty coverage, Buyer must (a) perform all routine maintenance at required intervals as specified in PAC's operating manuals; (b) use only PAC or PAC-approved consumables and replacement parts; (c) promptly notify PAC in writing of the alleged defects or deficiencies [within] [not more than sixty (60) days after expiration of] the applicable Warranty Period; and (d) if requested by PAC, return the Product, freight prepaid, to PAC's designated service location. A Returned [Goods] [Materials] Authorization is required for all returns. Buyer is also responsible for providing PAC's service technicians with adequate and safe access to the site or sites where the warranted Products (or the Products for which warranted Services have been performed) are or have been installed or used during normal PAC working hours as required to confirm Warranty coverage and/or to perform any required repairs or service, and (ii) reasonable access to, and use of, Product maintenance and technical records and such other information and facilities as are determined necessary by PAC to perform required Warranty repairs or Services. Failure to comply with the foregoing responsibilities will void the Warranty.

**Exclusions.** PAC's Warranty does not cover defects or problems caused by Buyer's acts (or failure to act), the acts of others, or events beyond PAC's reasonable control. Without limiting the foregoing, any warranty claim, support claim, or liability is excluded, and Buyer will be solely responsible, for any problem, failure, defect, claim, damage, liability, or safety issue arising out of (1) improper, inadequate, or faulty site preparation, installation, maintenance, repairs, or certification (unless performed by or under the supervision of PAC), (2) accident, tampering, misuse, abuse, extraordinary wear and tear, or neglect, including without limitation damage in transit or storage, (3) misapplication, improper use, operator error, or other failure to follow PAC's operating instructions, safety precautions, and bulletins, including any use of Products outside of normal or specified operating or environmental conditions or in a manner not authorized in the Documentation, (4) damage, defects, problems, malfunctions, or failures of, or created by, any Buyer-supplied or third party-supplied products, parts, components, accessories, software, interfacing, supplies, or services or their interface with the Products, (5) inaccuracy of any data, specifications, or information supplied by Buyer pursuant to any purchase order or otherwise, (6) Flood, fire, water damage, explosion, corrosive atmosphere, intermittent power line voltage or frequency, electrical spikes or surges, computer viruses, or other causes external to the Products, or (7) Any natural disasters, man-made disasters, and/or acts of God. Modification, disassembly, rewiring, re-engineering, recalibration, and/or reprogramming of Products (unless specifically authorized by PAC in writing) is prohibited and will void all warranties. PAC's responsibility will in all events be limited to repair or replacement of the defective PAC Product(s), and will not include any further liability for or arising out of any non-PAC products in which Products may be installed or with which they are combined or used.

**TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE LIMITED WARRANTY AND REMEDIES HEREIN ARE EXCLUSIVE AND EXPRESSLY IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES, TERMS, OR CONDITIONS, WRITTEN OR ORAL, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES, TERMS, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED. IN NO EVENT WILL PAC BE LIABLE FOR ANY OTHER DAMAGES INCLUDING, WITHOUT LIMITATION, ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER INDIRECT LOSSES, COSTS, OR DAMAGES, HOWEVER CAUSED, WHETHER OR NOT FORESEEABLE, AND EVEN IF ADVISED OF THE POSSIBILITY THEREOF. PAC'S AGGREGATE LIABILITY IN DAMAGES OR OTHERWISE FOR ANY AND ALL CAUSES SHALL BE LIMITED TO THE PURCHASE PRICE PAID OR PAYABLE FOR THE APPLICABLE ORDER. THESE LIMITATIONS WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER CONTRACT, TORT, STRICT LIABILITY, INDEMNIFICATION, OR OTHERWISE, AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.**



**Certain Legal Limitations:** The foregoing Warranty gives Buyer specific legal rights which may vary based on local law. When, under applicable law, implied warranties may not be excluded in their entirety, such warranties will be limited to the duration of the applicable written warranty and, for European customers, any terms herein limiting PAC's liability shall not apply insofar as they conflict with mandatory statutory provisions of the Product Liability Act, it being agreed that claims over and above those under the product liability act will not be made by Buyer against PAC, as manufacturer, under any theory of liability.