

Trillium Pumps USA Inc

PLANT - 2
Sludge #1
pump



Quotation

21 Feb 2023

B L ANDERSON CO INC
4801 Tazer Drive
LAFAYETTE, IN 47905

Quotation number: 1891267
Revision:

Attn: Tom Bowman

Project: Replacement for 97W16141
Your reference:

We thank you for your above referenced inquiry, and are pleased to submit our quotation for your consideration.

Please see the next page for a summary of our offer. Full details can be found in subsequent pages.

Replacement for S/N 97W16141 - Model 4x11CE

We hope you find our quotation in line with your requirements. However, if you have any questions, please do not hesitate to contact us.

Sincerely,

Ed Dunn
Trillium Pumps USA Inc

SIZE 4X11
SERIAL # 97W16141
old one

Quotation Summary

21 Feb 2023

B L ANDERSON CO INC
4801 Tazer Drive
LAFAYETTE, IN 47905

Quotation number: 1891267
Revision:

Attn: Tom Bowman

Project: Replacement for 97W16141

Your reference:

The following is a price summary for this quotation. Please see item specific pages for more details.

Item number	Service	Size	Unit Price	Unit Freight	Qty	Extended Price
001		4x11 Model CE	\$ 16,381	\$ 335	1	\$ 16,716
Grand Total						\$ 16,716

PUMP FEATURES: All Trillium Pumps USA INC are designed to reduce maintenance costs through greater pump reliability and improved mean time between failure.

SCOPE OF SUPPLY: Only that material detailed in this quotation is being offered. No assumptions should be made that anything not specifically specified is included.

QUALITY STANDARDS: Trillium Pumps USA INC is an ISO 9001:2015 certified plant.

PRICE BASIS: This offer is valid for 30 days from date issued. Quoted prices are based on current material and commodity rates. Due to the volatility of both, market prices may change and must be confirmed at the time of order placement.

PRICE: Price quoted is for all items purchased at one time. In the event of a partial order, we will review and adjust accordingly.

SHIPMENT: Approximately 44 weeks after receipt of approved purchase order and/or final approval of submittal and drawings.

START-UP: Not included.

TERMS AND CONDITIONS: The Terms and Conditions of Sale attached hereto as Trillium Global Terms and Conditions of Sale (July 2022) ("these Terms") apply to the sale of goods and ancillary services (collectively, "Goods") by Seller to its customer (the "Buyer"). These Terms are the only terms and conditions, oral or written, applying to the sale of Goods to Buyer except for additional terms consistent with these Terms regarding prices, quantities, and the description of the Goods as set forth in an order form accepted by Seller ("Order"). Seller expressly rejects any additions to or modifications of these Terms, or terms and conditions in Buyer's purchase Order(s). Buyer's assent to these Terms is conclusively established by Buyer's: (i) issuance or placement of a purchase Order or (ii) acceptance of any of the Goods covered by these Terms.

PAYMENT TERMS: 100% Net 30 days (subject to credit approval). Purchase orders must be made out to Trillium Pumps USA INC.

Customer Technical Offer

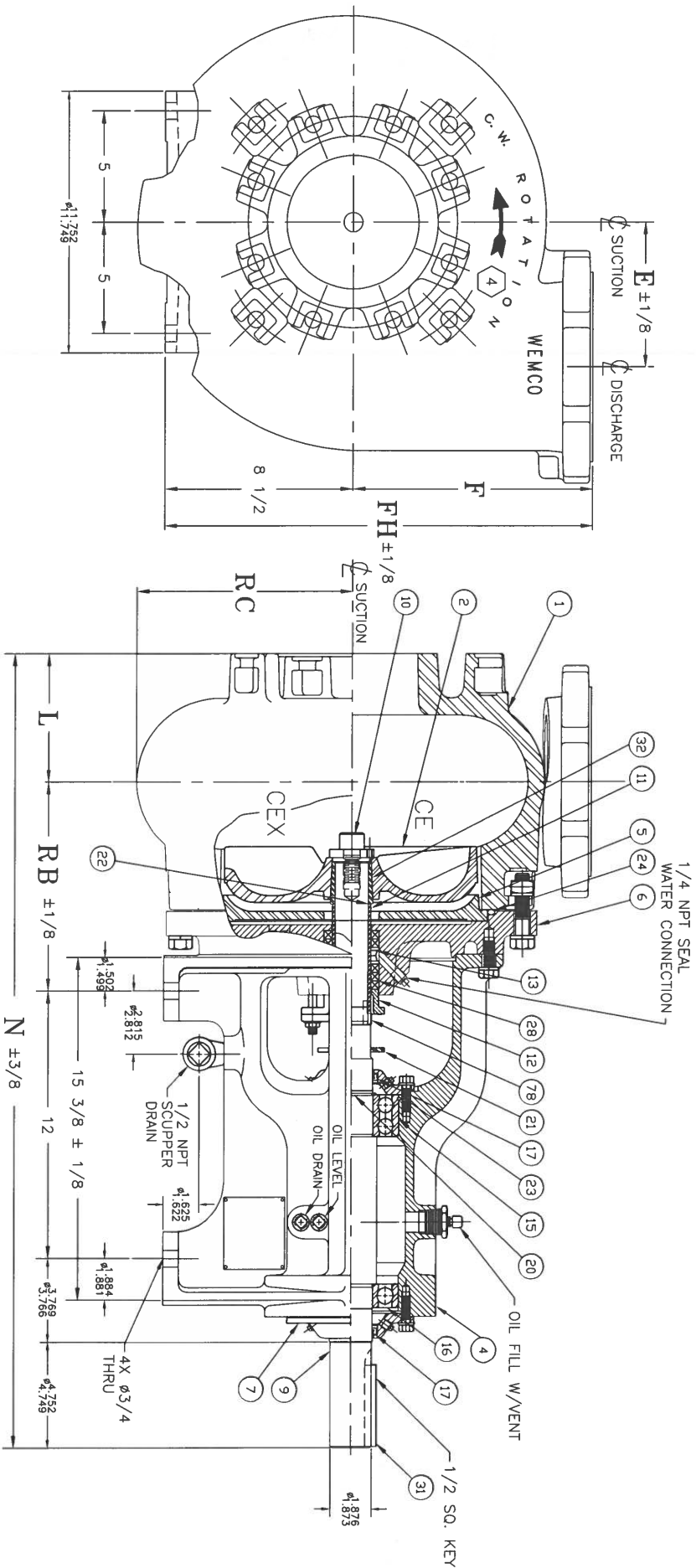
Customer	B L ANDERSON CO INC	Size / Stages	4X11 CE / 1
Item number	001	Pump speed	1,181
Customer reference		Quote number	1891267

Pump

Qty	Description
1	<p>4X11 CE</p> <p>General Pump Options</p> <p>Pump Options</p> <p>Clockwise rotation (CW)</p> <p>Steel pump hardware</p> <p>Bearing lubrication</p> <p>Grease lubricated bearings</p> <p>Nitrile elastomers</p> <p>Case Assembly</p> <p>4x4 Case</p> <p>Ni-Hard case (650+ BHN hardness)</p> <p>No case vent & drain</p> <p>Rotating Assembly</p> <p>Rotating Assembly</p> <p>Ni-Hard impeller (650+ BHN hardness)</p> <p>Impeller Trimmed to 9.5 inches</p> <p>Steel shaft</p> <p>Steel impeller lockscrew</p> <p>Pump Sealing</p> <p>Pump sealing</p> <p>Seal Type: Single Mechanical Seal</p> <p>John Crane Type 1 Single Mechanical Type 1 Seal</p> <p>416 SST shaft sleeve</p> <p>Cast iron gland housing/backplate</p> <p>Stainless steel gland</p> <p>Driver</p> <p>Motors</p> <p>No Motor Supplied: No Motor Supplied</p> <p>Baseplate and Drive</p> <p>No Baseplate</p> <p>Protective Coatings</p> <p>Paint type</p> <p>Epoxy 2 Coat Paint - Blue (Prime and Top Coat) - Option #8</p> <p>Packing & Shipping</p> <p>Shipping</p> <p>No Boxing</p> <p>Trillium Decision Carrier</p> <p>Freight Rates</p> <p>Freight Rates - Michigan: Michigan</p> <p>Material Testing</p> <p>Material Testing</p> <p>No Hardness Testing</p> <p>No Non-Destructive Testing</p> <p>Testing</p> <p>Testing</p> <p>No Testing</p> <p>Estimated Weights</p> <p>Bareshaft Pump: 430.0 lb</p> <p>Baseplate: 0.00 lb</p>

Pump

Qty	Description
	Driver: 0.00 lb
	Misc. Weight: 0.00 lb
	Misc. Weight: 0.00 lb
	Misc. Weight: 0.00 lb
	Total Per Unit Weight: 430.0 lb



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ROTO-JET

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Doc No: P10CE-D212-1 Rev: 2 of 2

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TERMS AND CONDITIONS OF SALE

1. DEFINITIONS AND INTERPRETATION

- 1.1 In the Contract the following definitions apply as well as any definitions defined locally within these Terms and Conditions or the applicable Purchase Order:

"Affiliate" means any entity that directly or indirectly controls, is controlled by or is under common control with, another entity;

"Applicable Law" means all applicable laws, legislation, regulations and governmental guidance having binding force, whether local or national, and having jurisdiction over the parties in relation to the Contract;

"Contract" means these Terms and Conditions and the applicable Purchase Order;

"Customer" means the person specified in the Purchase Order who purchases Goods and/or Services from Trillium, and such person's successors;

"Customer Plant" means Customer's plant, machinery, goods and/or equipment which is to be serviced by Trillium as part of the Services;

"Defect" has the meaning given in clause 8.2, and **"Defective"** shall be construed accordingly;

"Force Majeure" means an event or sequence of events beyond a party's reasonable control, preventing or delaying that party from performing its obligations under the Contract, including: (a) an act of God, fire, flood, lightning, earthquake or other natural disaster, epidemic or pandemic; (b) any action taken by a governmental or public authority, including imposing an export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown; (c) war, riot or civil unrest; (d) interruption or failure of supplies of power, fuel, water, transport, equipment, telecommunications service, or material required for performance of the Contract; or (e) strike, lockout or boycott or other industrial action including those involving Trillium or its workforce;

"Goods" means all goods, products and ancillary equipment and spare parts specified in the applicable Purchase Order;

"Intellectual Property Rights" means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off, rights in designs, rights in computer software, rights in Confidential Information, database rights, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, any rights and all similar or equivalent rights or forms of protection that subsist or will subsist now or in the future in any part of the world;

"Price" means the price payable by the Customer to Trillium for the applicable Goods and/or Services (as applicable);

"Purchase Order" means the document agreed by the parties that sets out details of the Goods and/or Services that are to be provided by Trillium to the Customer in accordance with these Terms and Conditions and any terms mutually agreed in the Purchase Order;

"Site" means the address of the place where the Services are to be performed, as specified in the Purchase Order;

"Services" means the services set out in the Purchase Order that are to be performed by Trillium or by the Sub-Suppliers, as the case may be;

"Sub-Supplier" means any agent, sub-contractor or other third party engaged by Trillium in relation to the provision of the Goods and/or Services;

"Sub-Supplier Personnel" means all employees, officers, staff, other workers, agents and consultants of a Sub-Supplier;

"Terms and Conditions" means these terms and conditions of sale in relation to the applicable Contract;

"Trillium" means the Trillium entity specified in the Purchase Order that provides the Goods and/or Services to the Customer, and such Trillium entity's successors;

"Trillium Indemnitees" means Trillium, its Affiliates and Sub-Suppliers, and its and their respective personnel; and

"Trillium Personnel" means all employees, officers, staff, other workers, agents and consultants of Trillium and its Affiliates who are engaged in the performance of Trillium's obligations under the Contract from time to time.

- 1.2 The parties agree that: (a) the headings to the clauses in these Terms and Conditions are inserted for convenience of reference and shall not affect their interpretation; (b) in case of any conflict or inconsistency between these Terms and Conditions and the terms of the Purchase Order, the terms of the Purchase Order shall prevail; and (c) English shall be the language of the Contract, and all communications, written or oral, and documents under the Contract shall be in the English language unless otherwise stated elsewhere in the Contract.

2. APPLICABILITY, CONTRACT FORMATION AND CHANGES

- 2.1 **Applicability.** These Terms and Conditions apply to all orders for Goods and/or Services made by the Customer pursuant to a Purchase Order. Unless expressly agreed in writing by Trillium, any terms or conditions in the Customer's request or other documents provided by the Customer shall not apply to any Goods or Services provided by Trillium and shall not bind Trillium, and Trillium explicitly rejects any such terms or conditions.
- 2.2 **Contract Formation.** Where the Customer wishes to purchase Goods and/or Services from Trillium it will communicate its requirements to Trillium. Upon receipt of such request, Trillium may produce a draft document setting out the details of the Goods and/or Services that Trillium proposes to provide and shall provide this draft document to the Customer. If applicable, the terms of the draft document shall be valid for the time period stated in that draft document and thereafter are subject to change. The Contract between Trillium and the Customer is formed upon the parties formally executing or otherwise acknowledging in writing a Purchase Order and shall continue until each party's obligations are completed in accordance with the terms of the Contract, unless terminated earlier in accordance with the terms of the Contract (the "Term"). Trillium has no obligation to agree to any Purchase Orders.
- 2.3 **Changes.** The Customer may request modifications as to the amount, scope and/or nature of the Goods and/or Services via a written change request. If, in Trillium's sole opinion, any such modification will affect the agreed Price and/or time of delivery, Trillium will notify the Customer in writing and will not be obligated to perform any modification unless the Customer agrees in writing to such Price and/or time of delivery amendment. The Customer shall not tamper with, or make changes or additions to, the Goods, including any labels, plates, markings and any other feature carried by the Goods.

3. PRICE AND PAYMENT

- 3.1 **Price and Payment Terms.** The Price and payment terms shall be as set out in the Purchase Order. Where no Price for Services is set out in the Purchase Order, it shall be calculated on a time and materials basis in accordance with Trillium's price schedule then in force. Where no payment terms are set out in the Purchase

Order, payment of each invoice shall be due and payable thirty (30) days after the date of the invoice. All invoices shall be paid without any set-off, counterclaim or deduction whatsoever.

- 3.2 **Additional Charges.** Any technical documents, inspection reports, evaluation or opinion requested by the Customer in connection with the Contract shall be chargeable, such charges to be agreed by the parties. Any time that Trillium Personnel or Sub-Supplier Personnel are required at the Site(s) outside of the agreed working hours shall be chargeable as overtime. If Trillium incurs any costs due to the Customer's failure to comply with any of its obligations under the Contract, the Customer shall be responsible for such costs.
- 3.3 **Excluded Charges and Tax.** Unless expressly provided otherwise in the Purchase Order: (a) transportation charges, delivery charges, customs duties, insurance charges, packaging costs, consular fees, and any other similar charges are not included in the Price; and (b) the Customer shall be responsible for all taxes (other than taxes based on the income of Trillium), charges and assessments levied or imposed on the sale(s) made under the Contract. In the event that Trillium is required to pay any such tax, charge, or assessment, the Customer agrees to promptly reimburse Trillium for said amount(s).
- 3.4 **Interest on Overdue Amounts.** If the Customer fails to pay any invoice by the due date for payment, Trillium shall be entitled, without prejudice to any other right or remedy, to suspend (without notice) any or all further performance of its obligations under the Contract and charge interest on any amount outstanding at a rate of the lesser of: (a) eighteen per cent (18%) per annum (one and a half per cent (1.5%) per month); or (b) the maximum rate allowed by Applicable Law, such interest being charged from the due date until paid as a separate, continuing obligation not merging with any judgment, together with any statutory debt recovery costs.
- 3.5 **Escalation.** In the event of a delay of two weeks or more or the increase of actual costs of Goods and/or Services of 5% or more, occurring between the effective date of the Contract and the date of shipment of the Goods or performance of the Services from causes beyond the reasonable control of Trillium, including but not limited to any foreign exchange fluctuation, import or export duties, costs of labor, transportation, materials and other costs of manufacture, any change in delivery dates, quantities or specifications for the Goods or Services, or any delay caused by any instructions or omissions by Customer, the Price or Contract requirements will be equitably adjusted via written notice to Customer at any time prior to shipment of the Goods and/or performance of the Services.

4. DELIVERY, TESTING AND ACCEPTANCE OF GOODS

- 4.1 **Delivery.** Delivery terms for Goods shall be as per the INCOTERM 2010 stated in the Purchase Order. Where no INCOTERM 2010 is stated in the Purchase Order, delivery shall be EXW INCOTERM 2010 Trillium's specified premises. The Customer must collect the Goods, or arrange for the Goods to be collected, within seven (7) days of notice from Trillium that the Goods are ready to be collected. If the Goods are not collected within such time period, Trillium may, at its discretion: (a) where title has not passed to the Customer, sell the Goods at the best price readily obtainable and recover from the Customer any shortfall between the Price for the Goods and the price obtained by Trillium; or (b) arrange for the storage of the Goods, which, unless otherwise agreed, shall be at the Customer's exclusive cost and expense. Where storage is not at Trillium's premises, risk in the Goods will pass to the Customer upon the Goods leaving Trillium's premises. The time of delivery shall not be of the essence and if Trillium is unable for any reason to fulfil any delivery of the Goods on the specified date, Trillium shall not be treated as being in breach of the Contract and the Customer shall not be entitled to reject delivery, terminate the Contract, nor to any compensation in respect of such delay. This clause shall not affect any agreed Liquidated Damages payable for late delivery of the Goods in accordance with clause 4.4.
- 4.2 **Testing.** Goods manufactured by Trillium will be subject to Trillium's standard tests. Any additional testing requested by the Customer will be subject to the payment by the Customer of additional charges.
- 4.3 **Acceptance.** Following delivery of the Goods in accordance with the Contract, and unless expressly excluded by the Customer to Trillium in writing, the Customer shall accept the Goods.
- 4.4 **Liquidated Damages.** Where the parties have agreed in the Purchase Order that any sum will be payable for late delivery of the Goods, if delivery of the Goods is delayed beyond the agreed delivery date due to an act or omission of Trillium then Trillium shall pay to the Customer a sum calculated at the percentage rate (stated in the Purchase Order) of the price of the delayed Goods for each week between the agreed delivery date and the actual date of delivery, up to the maximum amount specified in the Purchase Order. Such sum shall be the Customer's sole and exclusive remedy and paid as liquidated and ascertained damages by Trillium to the Customer in full and final settlement and satisfaction of Trillium's entire liability for any loss, damages, costs or expenses suffered or incurred by the Customer arising from such delay ("Liquidated Damages"). Liquidated Damages are not applicable to the delivery of spare parts or Services.
- 4.5 **Provision of Documents.** Where the Purchase Order requires Trillium to provide documents for approval by the Customer, Trillium shall provide such documents within the time period agreed, or if no time period is agreed, within a reasonable time from receipt of the Purchase Order.

5. TITLE AND RISK

- 5.1 **Title and Risk.** Title and property in all Goods shall remain vested in Trillium until receipt by Trillium of payment in full of the Price (including any storage costs and expenses and default interest) for such Goods from the Customer. Risk in the Goods shall pass to the Customer in accordance with the agreed INCOTERM 2010. Customer shall provide access to the Customer's premises in order for Trillium to recover Goods in respect of which title and property has not passed to the Customer.
- 5.2 **Trillium Property.** Any Goods delivered by Trillium to the Customer where title and property remains vested in Trillium: (a) shall be stored by the Customer separately from any other goods or materials; (b) shall not be incorporated in or mixed with any other goods or materials; and (c) may be sold or used by the Customer in the ordinary course of the Customer's business at the full market value and to the account of Trillium. The entire proceeds from such sale or use shall be held by the Customer in trust in a separate account for the benefit of Trillium.
- 5.3 **Customer Plant.** In respect of Customer Plant: (a) the Customer warrants that it is the owner, or the authorized agent of the owner, of the Customer Plant with express authority to contract with Trillium on the terms and conditions of the Contract; and (b) all Customer Plant delivered to Trillium shall be at the sole risk of the Customer, and Trillium shall be under no obligation to the Customer for any loss or damage to the Customer Plant howsoever caused, except for any damages caused by the negligence of Trillium Personnel or Sub-Supplier Personnel. Accordingly, the Customer should make such arrangements for insurance thereof as it thinks fit.



6. **PERFORMANCE OF THE SERVICES.** The Services shall be performed at the Site(s) on the date(s) specified in the Purchase Order, by Trillium or any Sub-Supplier appointed by Trillium; however, time of performance of the Services is not of the essence. If the Contract provides for any estimated dates for the performance of the Services, Trillium shall use its reasonable endeavors to meet such estimated dates, provided that the Customer agrees that any such dates are indicative only and that Trillium shall not be liable for any failure to meet any dates where such failure is caused by an act or omission of the Customer, its agents, subcontractors, consultants or employees.

7. **OBLIGATIONS OF THE CUSTOMER**

7.1 **Provision of Data.** The Customer shall promptly provide to Trillium all applicable data that is relevant to the provision of the applicable Goods and/or Services, including full operations conditions, information, instructions, procedures, technical documents and drawings. Trillium shall provide the Customer with the general arrangement or outline drawings for the Goods (or part thereof), only as is strictly necessary and in accordance with the Purchase Order's requirements. Where required, the Customer shall promptly return one (1) set of applicable drawings marked with its approval. Approval delays can result in delayed fabrication, extended shipping dates, and increased costs to the Customer.

7.2 **Site(s).** The Customer shall provide Trillium, Trillium Personnel, Sub-Suppliers and Sub-Supplier Personnel all access to the Site(s) as is necessary in order for Trillium to comply with its obligations under the Contract and shall ensure that it has in place all necessary licenses, permits and authorization to allow such access. The Customer shall ensure, and it shall cause any applicable third party to ensure, that the Site(s) is/are in a condition allowing the performance of the Services to commence in accordance with the Contract and without any health and safety risks to those attending the Site(s) and it shall carry out all the preparatory work in accordance with any documents and instructions supplied by Trillium with all due care and in accordance with good industry practices. The Customer shall take all measures required by Applicable Law in respect of the provision of the Services and the presence of the Trillium Personnel and of the Sub-Supplier Personnel at the Site(s) or elsewhere where the Services are to be supplied. If the Customer fails to take such measures and if the safety of Trillium Personnel or Sub-Supplier Personnel is not guaranteed, Trillium may at any time refuse or interrupt the provision of Services as well as remove the applicable personnel from the Site(s), until the issues have been fully rectified by the Customer, and shall have no liability to the Customer for such actions or any consequences (including any damage or loss) of such actions. The Customer shall indemnify and hold the Trillium Indemnitees harmless for all claims, demands, losses, damages, liability, costs and expenses (including legal and other professional fees), fines and penalties incurred by the applicable Trillium Indemnitees arising out of or in connection with the applicable Trillium Indemnitees' attendance at any Site in order to provide the Services.

7.3 **Decontamination.** Any Defective Goods returned to Trillium and any Customer Plant made available to Trillium in respect of the Services shall, prior to being returned or made available, be cleaned by the Customer of all process related materials ("Decontamination"). The Customer shall provide Trillium with a certificate of Decontamination in respect thereof. Goods and Customer Plant delivered to Trillium (for whatever reason) without having been so cleaned or without a certificate of Decontamination may be returned at any time and otherwise shall be quarantined and subjected to an independent Decontamination at the Customer's expense and Trillium shall have no obligations in respect of such Goods or Customer Plant. The provision of Goods and/or Services (as applicable) shall be withheld pending settlement of any outstanding charges. The Customer shall indemnify and hold the Trillium Indemnitees harmless for all claims, demands, losses, damages, liability, costs and expenses (including legal and other professional fees), fines and penalties incurred by the applicable Trillium Indemnitees arising out of or in connection with any Goods that are not Decontaminated.

7.4 **Erection/Commissioning.** Where the Services include the erection and/or commissioning, or supervision of erection and/or commissioning, of Goods and/or Customer Plant, the Customer will provide, at its expense, all other labor, all amenities, suitable access to and occupation of the Site(s), proper foundations ready to receive the Goods and/or Customer Plant (as applicable), adequate cranes, lifting gear and machines, scaffolding, mason's, joiner's and builder's work, suitable protection for the Goods and/or Customer Plant (as applicable), and all other facilities and assistance reasonably required by Trillium or any Sub-Supplier.

8. **WARRANTIES**

8.1 **Warranty Period.** Trillium's warranty obligations under the Contract shall not commence until the full contract Price has been received by Trillium for the applicable Goods and/or Services. Unless otherwise agreed in writing by the parties, the "Warranty Period" for: (a) agreed deliverables provided as part of the Services ("Deliverables") shall be twelve (12) months from the date of completion of the Deliverables in accordance with the specification set out in the Purchase Order; (b) all Goods (excluding spare parts) provided by Trillium shall be the period of: (i) twelve (12) months from the date that the Goods are installed; or (ii) eighteen (18) months from the actual delivery date, whichever is the earlier; and (c) for any spare parts provided by Trillium, shall be the period of twelve (12) months from the date of the delivery of the applicable spare part.

8.2 **Warranty.** During the applicable Warranty Period, Trillium warrants that any Deliverables shall substantially conform to their description and specification specified in the Purchase Order and that any Goods shall be free from material defects in the design, materials and workmanship (the "Trillium Warranty"). If the Deliverables or Goods (as applicable) do not conform to the Trillium Warranty during the Warranty Period (a "Defect"), as the Customer's sole and exclusive remedy, Trillium shall, at its sole option, remedy the Defect (by reperforming the Services relating to the Defective Deliverable or repairing or replacing the Defective Goods (as applicable)) or refund the Price for the applicable Defective Deliverable or Defective Goods, provided that, within the Warranty Period, the Customer serves a written notice to Trillium with a detailed description and reasonable evidence of the Defect within seven (7) days of the date on which the Customer discovered the Defect or should have reasonably discovered the Defect. The Customer shall give Trillium a reasonable opportunity to examine the Customer's claim of a Defect (including inspecting the Goods or Deliverables (as applicable)) and shall promptly cooperate to any extent necessary to grant Trillium sufficient time to do so. Any reperformance of the Services relating to the Defective Deliverable or repair or replacement of Defective Goods shall not extend the Warranty Period for those Goods or Deliverables and the Warranty Period for the repaired or replaced Goods or Deliverables shall expire on the same date as the Warranty Period for the original Goods or Deliverables. The Customer shall only be entitled to request a refund of the Price in respect of Defective Goods or Defective Deliverables in the event that Trillium fails to replace or repair the applicable Defective Goods or Defective Deliverables.

8.3 **Warranty Exclusions.** The Trillium Warranty and remedies provided under clause 8.2 shall not apply in respect of, and Trillium shall not be liable for: (a) the effects of erosion or corrosion; (b) fair wear and tear; (c) any consumables (including lubricants, seals, gaskets, O-rings etc.); nor (d) Defects that arise due to, or as a result of the Customer, or any third party (not acting on behalf of Trillium): (i) failing to install or maintain, or incorrectly installing or maintaining, the Goods or Deliverables; (ii) incorrectly using the Goods or Deliverables;

(iii) repairing or altering the Goods or Deliverables without Trillium's written consent; (iv) improperly storing the Goods or Deliverables; or (v) tampering with the Goods or Deliverables.

8.4 **Location of Repair.** If the parties agree that Defective Goods shall be repaired at a location specified by Trillium, the Customer shall deliver such Defective Goods to such location at the Customer's expense, subject to the Decontamination requirements at clause 7.3. Repaired or replaced Goods shall be redelivered by Trillium free of charge to the original point of delivery but otherwise in accordance with and subject to these Terms and Conditions. Where it is agreed that Trillium is to repair or replace Defective Goods at the Customer's premises, Trillium shall not be responsible for any on-site costs, including removal and reinstallation of any Goods.

8.5 **Customer Warranty.** The Customer warrants and represents that: (a) it has provided Trillium with all relevant, full and accurate information as to the Customer's business and needs, as well as all the information required in order for Trillium to perform its obligations under the Contract; and (b) it is properly financed and organized, it is solvent and has not made a general assignment for the benefit of creditors nor has it been adjudicated bankrupt or insolvent and it is not aware of any fact or event based upon which, in its reasonable opinion, it may face any such situation of financial distress described in this clause before the completion of all its obligations under the Contract.

9. **INDEMNITY AND INSURANCE**

9.1 **Indemnity.** The Customer shall indemnify and hold the Trillium Indemnitees harmless for all claims, demands, losses, damages, liability, costs and expenses (including legal and other professional fees), fines and penalties incurred by the applicable Trillium Indemnitees arising out of or in connection with the Customer's breach of any of the Customer's obligations under the Contract or Applicable Law.

9.2 **Insurance.** The Customer shall have in place contracts of insurance with reputable insurers incorporated in its country of establishment to cover its obligations under the Contract. On request, the Customer shall supply evidence of the maintenance of the insurance and all of its terms from time to time applicable. The Customer shall, on request by Trillium, assign to Trillium the benefit of such insurance.

10. **LIMITATION OF LIABILITY**

10.1 **UNLIMITED LIABILITY.** NOTHING IN THE CONTRACT LIMITS ANY LIABILITY OF THE PARTIES FOR: (i) ANY INDEMNITY PROVIDED UNDER THESE TERMS AND CONDITIONS; (ii) DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE; (iii) FRAUD OR FRAUDULENT MISREPRESENTATION; OR (iv) ANY LIABILITY WHICH CANNOT LEGALLY BE LIMITED.

10.2 **EXCLUSIONS.** SUBJECT TO CLAUSE 10.1 ABOVE AND NOTWITHSTANDING ANYTHING IN THE CONTRACT TO THE CONTRARY, TRILLIUM SHALL NOT BE RESPONSIBLE OR HELD LIABLE TO THE CUSTOMER OR ANY THIRD-PARTY FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, DELAY, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF PROFIT, PRODUCTS, BUSINESS, REVENUE, GOODWILL, SAVINGS, USE, CONTRACTS OR POWER, OR ECONOMIC LOSSES, OR BUSINESS INTERRUPTIONS, OR OTHER SIMILAR DAMAGES (WHETHER SUCH DAMAGES ARE CHARACTERIZED AS DIRECT OR INDIRECT), REGARDLESS OF WHETHER TRILLIUM WAS INFORMED OF THE POSSIBILITY OF SUCH, AND HOWEVER THE SAME MAY BE CAUSED, INCLUDING BREACH OF CONTRACT OR WARRANTY, TORT (INCLUDING NEGLIGENCE), OR STRICT LIABILITY OF TRILLIUM.

10.3 **LIMITATION OF LIABILITY.** SUBJECT TO CLAUSES 10.1 AND 10.2 ABOVE AND NOTWITHSTANDING ANYTHING IN THE CONTRACT TO THE CONTRARY, THE MAXIMUM AGGREGATE LIABILITY, IF ANY, OF TRILLIUM (WHETHER ARISING IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTY, BREACH OF CONTRACT OR OTHERWISE) UNDER OR IN CONNECTION WITH THE CONTRACT SHALL BE LIMITED TO AN AMOUNT EQUIVALENT TO ONE HUNDRED PERCENT (100%) OF THE TOTAL PAYMENTS RECEIVED BY TRILLIUM FROM THE CUSTOMER IN RESPECT OF THE PARTICULAR GOODS OR SERVICES (OR PART THEREOF) GIVING RISE TO THE CLAIM.

10.4 **WARRANTY DISCLAIMER.** EXCEPT FOR THOSE EXPRESS WARRANTIES SET OUT IN THE CONTRACT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CUSTOMER EXPRESSLY WAIVES, AND TRILLIUM EXPRESSLY DISCLAIMS, ANY AND ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY STATUTORY WARRANTIES THAT ARE INCONSISTENT WITH THE WARRANTIES PROVIDED IN THE CONTRACT ARE EXPRESSLY DISCLAIMED BY TRILLIUM AND WAIVED BY THE CUSTOMER. TRILLIUM'S OBLIGATIONS CONTAINED IN ANY WARRANTY PROVIDED BY TRILLIUM TO THE CUSTOMER UNDER THE CONTRACT SHALL CONSTITUTE TRILLIUM'S SOLE LIABILITY AND THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO THE ISSUE(S) GIVING RISE TO THE WARRANTY CLAIM, IRRESPECTIVE OF TRILLIUM'S FAULT, NEGLIGENCE OR LIABILITY WITHOUT FAULT.

11. **INTELLECTUAL PROPERTY**

11.1 **Trillium IP.** The Customer acknowledges that, unless otherwise agreed in the Purchase Order, all Intellectual Property Rights in any Goods, Deliverables, designs, drawings, documents and/or software or any items related thereto, or any other items provided to the Customer during the performance of the Contract (collectively referred to as "Trillium IP"), belong solely and exclusively to Trillium or to Trillium's licensor(s) (as applicable). Subject to the terms of the Contract, Trillium grants the Customer a revocable, non-exclusive, non-transferable, non-sublicensable license to use the Trillium IP, to the extent such Trillium IP is embedded in Goods or Services provided by Trillium to the Customer under the Contract, solely for the purpose and to the extent necessary to enable the Customer to exercise its rights under the Contract (including to operate and maintain the Goods or to receive the Services) in accordance with its terms (the "Permitted Purpose"). The Customer undertakes that it will not use, except for the Permitted Purpose, nor make available to any third party (in any form) any Trillium IP without the prior written consent of Trillium. Subject to clause 5.2, this clause shall not prohibit the Customer's right to sell Goods in the ordinary course of the Customer's business. For the avoidance of doubt and notwithstanding any other provisions in the Contract, Trillium shall not be required to provide to the Customer, and no license is granted under the Contract to use, shop or manufacturing drawings nor any of Trillium's confidential manufacturing drawings, designs, in-house standards or know-how, nor the confidential details of manufacturing practices, processes or operations belonging to Trillium or its licensors (as applicable).

11.2 **Customer Materials.** If the Customer provides specific documentation and/or information to Trillium in relation to the performance of the Contract ("Customer Materials"), the Customer shall indemnify and hold the Trillium Indemnitees harmless for all claims, demands, losses, damages, liability, costs and expenses (including legal and other professional fees), fines and penalties incurred by the applicable Trillium Indemnitees arising out of or in connection with any action, demand or claim that the Trillium Indemnitees' use of the Customer Materials infringes the rights (including Intellectual Property Rights) of any third party.



12. CONFIDENTIALITY. Any document, data, drawings, plans, designs, images, specifications, technical data and any other material or information supplied or made available by one party ("Discloser") to the other party ("Recipient") as part of the Contract or any other documentation or information in whatsoever form provided by the Discloser to the Recipient during the performance of the Contract ("Confidential Information"), shall be treated as strictly confidential and shall not be divulged by the Recipient to any person, except as required by law or to the Recipient's personnel, subcontractors or professional advisors, who need to know such Confidential Information in order for the Recipient to comply with its obligations under, or receive the benefit of, the Contract and provided that such recipients are subject to obligations of confidentiality in respect of such Confidential Information. As between the Recipient and the Discloser, the Discloser retains title to all of its Confidential Information.

13. PROCESSING OF PERSONAL DATA. Each party agrees to process the personal data acquired from the other party during the performance of the Contract (the "Personal Data") in compliance with applicable Data Protection Laws, including where relevant, the provisions of General Data Protection Regulation (EU) 2016/679 and the United Kingdom Data Protection Act 2018, as amended from time to time and every law and provision concerning personal data protection, which may be applicable from time to time (hereinafter, collectively referred to as "Data Protection Laws"). For the purpose of this Contract's management and performance, each party (i) should be considered as acting as an independent data controller with regard to the Personal Data it processes (as a "Secondary Data Controller") and which have been provided by the other party ("Primary Data Controller"). Such Primary Data Controller undertakes to duly inform its personnel of such disclosure on behalf of the Secondary Data Controller. Each party, for the parts it is responsible for, is specifically obliged to comply with, when necessary, obligations concerning information to be sent to the data subjects (including ensuring appropriate legal basis for processing) and to obtain, when necessary, from the same all required consent in relation to the processing of the Personal Data transferred to and processed by the other party and to meet any obligations provided for by Data Protection Laws. The parties declare that their respective internal and external personnel and staff members processing the Personal Data, directly and/or indirectly concerned with the performance of the Contract, have been informed of the confidential nature of, and legal requirements (including those under the Data Protection Laws) relating to, such Personal Data and have received suitable training on their responsibilities to protect the Personal Data. Where additional services would be contemplated between the parties, involving the processing of Personal Data by a party on behalf of the other, the parties undertake to discuss in good faith of the term of any data processing agreement which may be required.

14. COMPLIANCE WITH LAW AND REGULATIONS

14.1 Applicable Law. The Customer represents and warrants that it is, and will remain, fully compliant with all Applicable Law, instructions and policies, including, but not limited to all statutory licenses or permits required for the receipt of the Goods and/or Services and the performance of its obligations under the Contract. Each party shall comply with all Applicable Law in connection with bribery or anti-corruption. If required by Trillium, the Customer shall complete and sign an end user certificate before the Customer receives the Goods or Services. Unless otherwise agreed in writing, Trillium accepts no responsibility or liability for failure to comply with statutory or local regulations or by-laws that affect the siting, construction or operation of the Goods supplied under the Contract. Any relevant consents or approvals required shall be the responsibility of, and obtained by, the Customer.

14.2 Export and Dual Use Law. The Customer acknowledges that Trillium is required to comply with all applicable export laws, controls and regulations relating to the sale, exportation, transfer, assignment, disposal, and usage of Goods to be supplied under the Contract, as well as any laws or regulation relating to "dual use" goods, including, but not limited to, U.S., United Kingdom and European Union export rules and any export license requirements (collectively, the "Export and Dual Use Law"). The Customer agrees it shall not at any time directly or indirectly use, export, sell, transfer, assign or otherwise dispose of the Goods in a manner which will result in non-compliance with applicable Export and Dual Use Law. If any of the Goods fall under the definition of "dual use" item, the Customer shall cooperate with Trillium for the purpose of obtaining any required licenses and approvals and shall provide any and all information necessary. The Contract may also involve information or items that are subject to military defense or nuclear export controls, and the Customer agrees that it will comply with said controls and shall not export or re-export, directly or indirectly, any hardware, software, defense service, information or technical data provided by, through, or with the cooperation of Trillium, to any party, including persons employed by or associated with, or under contract with, the Customer or the Customer's lower-tier suppliers without the prior written consent of Trillium and without first obtaining any required export license or other approval.

14.3 Restricted Party Lists. The Customer represents that neither the Customer nor any of its Affiliates are included on any of the restricted, denied, or sanctioned party lists maintained by the government of the country(ies) in which Trillium or its Affiliates are based. The Customer shall promptly notify Trillium in writing if the Customer is, or becomes, listed in any such lists or if the Customer's export privileges are otherwise denied, suspended, or revoked in whole or in part by any governmental authority.

15. TERMINATION

15.1 Termination. The Customer may terminate the Contract or any part thereof for any reason by written notice to Trillium, provided that (other than where such termination is due to a material default of the Contract by Trillium) the Customer shall pay to Trillium the total costs which have been incurred by Trillium as of the date such termination is effective plus a reasonable profit margin, less any payments previously received. In addition, the Customer shall reimburse Trillium all reasonable documented direct and indirect costs incurred by Trillium as a result of the termination and, if any, costs Trillium may incur from its vendors as a result of the Customer's termination. Without affecting any other right or remedy available to it, Trillium may terminate the Contract (in whole or in part) immediately by written notice to the Customer, if the Customer: (a) is in material or continuing breach of any provision of the Contract, which cannot be remedied or is not remedied within fourteen (14) days of notice of breach from Trillium; or (b) becomes bankrupt or insolvent, has a receiving order made against it, makes agreement with its creditors, commences to be wound up (except for a voluntary winding up for the purpose of solvent reconstruction or amalgamation), or carries on its business under a receiver for the benefit of its creditors or any of them.

15.2 Consequences of Termination. Upon the Contract ending for any reason, the Customer shall return all of Trillium's documents, drawings and any other items or information (including all Confidential Information) in the Customer's possession.

16. GENERAL

16.1 Notices. Any notice given by a party under the Contract shall be: (a) in writing and in English; (b) signed by, or on behalf of, the party giving it (except for notices sent by email); (c) sent to the relevant party at the address set out in the Contract; and (d) served by: (i) email (in a form that identifies the sender and clearly indicates the subject matter of the notice in the subject heading of the email) to the email address set out in the Contract or as otherwise notified from time to time, and it will be deemed to have been duly given or made (and duly received by the addressee) at the time of transmission by the sender (as recorded on the device of

the sender); or (ii) hand (which will include by courier, whether local or international) to the address set out in the Contract or as otherwise notified from time to time, and it will be deemed to have been duly given or made (and duly received by the addressee) at the time of delivery. The parties may not serve documents relating to formal legal proceedings by email.

16.2 Force Majeure. If, by reason of an event of Force Majeure, either of the parties shall be delayed in, or prevented from, performing any of the provisions of the Contract (other than the Customer's obligation to make payments in accordance with the Contract) then, provided that the affected party promptly notifies the other in writing of the nature and extent of such event as soon as practicable, such delay or non-performance shall not be deemed to be a breach of that party's obligations under the Contract and no loss or damage shall be claimed by either of the parties hereto from the other by reason thereof. If Trillium suffers delay and/or incurs any costs by reason of an event of Force Majeure, Trillium shall be entitled to an extension of time under the Contract (including time for demobilization and redeployment of Trillium Personnel or any Sub-Supplier Personnel). If the Force Majeure event continues to delay or prevent either party's performance of the provisions of the Contract for a continuous period of more than sixty (60) days, either party may terminate the Contract by written notice to the other party.

16.3 COVID-19. The parties are aware of the current outbreak of COVID-19 (the "COVID-19 Pandemic") which is impacting or may impact Trillium's performance of the Contract. The parties agree that Trillium is entitled to any potential cost compensation, extension of time, or other reasonably required contractual adjustments, if any consequences, whether directly or indirectly resulting out of, or in connection with the COVID-19 Pandemic, affects any of its obligations under the Contract and, if required by Trillium, the parties shall renegotiate the Contract in good faith to achieve, as nearly as possible, its original commercial intent. Trillium expressly reserves the right to adjust any Contract terms which are impacted by COVID-19 Pandemic related guidelines and restrictions issued by competent authorities and/or by Trillium and/or any of its Affiliates.

16.4 No Employment. Trillium and each of its Sub-Suppliers shall act as an independent contractor with respect to the Services and neither Trillium Personnel nor any Sub-Supplier Personnel shall be deemed to be employees, personnel or a representative of the Customer. If, in accordance with Applicable Law, any member of Trillium Personnel or Sub-Supplier Personnel is, at any point during or after the Term, deemed to be an employee, member of personnel or a representative of the Customer, the Customer shall indemnify and hold the Trillium Indemnitees harmless for all claims, demands, losses, damages, liability, costs and expenses (including legal and other professional fees), fines and penalties incurred by the applicable Trillium Indemnitees arising out of or in connection with the Customer's employment or engagement or termination thereof of such Trillium Personnel or Sub-Supplier Personnel.

16.5 Cumulative and Equitable Remedies. Trillium's rights and remedies provided in the Contract are cumulative and not exclusive of any rights and remedies provided by Applicable Law and shall not be affected by termination of the Contract. The Customer recognizes that any breach or threatened breach of the Contract may cause Trillium irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to Trillium, the Customer acknowledges and agrees that Trillium is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

16.6 Assignment and Subcontracting. Trillium may at any time assign, transfer, subcontract or otherwise deal in any other manner with any or all of its rights or obligations under the Contract without the Customer's prior consent. The Customer shall execute any documents reasonably required by Trillium to give effect to Trillium's rights under this clause. The Customer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights or obligations under the Contract without the prior written approval of Trillium.

16.7 No Partnership. The parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. Neither party shall have, nor shall represent that it has, any authority to make any commitments on the other party's behalf.

16.8 Variation. No variation of the Contract shall be binding unless expressly agreed in writing and executed by a duly authorized signatory on behalf of each of Trillium and the Customer, respectively. Changes to the Contract are subject to clause 2.3.

16.9 Severability and Survival. All terms of the Contract are severable, and any provision of the Contract held to be invalid, illegal, or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality, or unenforceability without affecting the validity, legality, and enforceability of the remaining provisions hereof or thereof. The invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. Those provisions that are expressed, or by their nature are required, to survive expiry or termination of the Contract, shall survive expiry or termination of the Contract.

16.10 Entire Agreement. The Contract constitutes the entire agreement between Trillium and the Customer and supersedes any prior oral or written understandings and representations between Trillium and the Customer relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract. The United Nations Convention on Contracts for the International Sale of Goods does not apply to the sale of any Goods by Trillium to the Customer under the Contract.

17. GOVERNING LAW AND JURISDICTION

17.1 Americas. If Trillium is based in North or South America (the "Americas"), the Contract will be governed by and construed in accordance with the laws of the State of Texas, without giving effect to any choice of law or conflict provision or rule that would cause the laws of any other jurisdiction to be applied. Where this clause 17.1 applies, all disputes arising out of or in connection with the Contract must be brought in a state or federal court sitting in Harris County, Texas, and each party hereby irrevocably submits itself to the exclusive jurisdiction of each such court in any such action or proceeding and waives any objection it may now or hereafter have to venue or convenience of forum. THE PARTIES HEREBY IRREVOCABLY WAIVE THEIR RIGHT TO TRIAL BY JURY.

17.2 Outside of the Americas. If Trillium is based outside of the Americas, the Contract will be governed by and construed in accordance with the laws of England. Where this clause 17.2 applies, all disputes arising out of or in connection with the Contract shall be referred to and finally resolved by arbitration under the London Court of International Arbitration Rules ("LCIA Rules"), which LCIA Rules are deemed incorporated by referenced into this clause. The number of arbitrators shall be one (1). The seat, or legal place, of arbitration shall be London, England. The language used in the arbitral proceedings shall be English. The governing law of this arbitration agreement shall be English law.

