

TERMS AND CONDITIONS OF SALE

All quotations, products, and services provided by Cornell Pump LLC ("Cornell") to its customer, distributor, original equipment manufacturer, end-user, or other purchaser ("Buyer") are furnished only on the terms and conditions stated herein (collectively, "Terms"). By ordering and accepting delivery of tangible goods ("Products") and/or services ("Services") from Cornell, Buyer agrees to and accepts these terms and conditions and agrees that, unless modified by separate negotiated agreement as provided below, these terms and conditions, together with the item, quantity, price, and similar terms as set out in Cornell's written quotation, order acknowledgment, and/or invoice, constitute the entire agreement between Cornell and Buyer ("Agreement"), superseding all other communications and documentation. Cornell hereby expressly rejects any different or additional terms or provisions, preprinted or otherwise, contained or referenced in any purchase order or other documentation furnished by Buyer, whether before or after delivery of Products or performance of Services, even if receipt thereof is acknowledged by signature or otherwise, and Cornell shall not be required to separately object thereto. Cornell may suspend its performance of any order if Buyer defaults in the performance of its duties under any order or under any other agreement between Cornell and Buyer.

ORDERS & ACCEPTANCE: The sale of Products and Services by Cornell to Buyer is expressly conditioned on Buyer's acceptance of these Terms. Orders must be presented in writing or via electronic means acceptable to Cornell and will be considered accepted only by written or electronic order acknowledgment or shipment of the Products ordered or performance of the Services. Cornell reserves the right, at its option and without liability, to refuse any order, in whole or in part, or to specify an alternate delivery schedule if orders from all sources exceed its inventory or ability to deliver. Where orders are placed, 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. Cornell shall be entitled to assume that persons placing orders on behalf of Buyer (electronically or otherwise) are authorized to and do so to accept the terms and conditions herein.

CHANGES: Any changes proposed by Buyer after formation of this Agreement that affect the delivery schedule or requirements, or otherwise affect the scope of this Agreement, shall be submitted in writing by Buyer to Cornell and shall become binding only if agreed to in writing by Cornell. Any modifications to price or delivery as a result of such changes shall be determined by Cornell in its sole discretion.

CANCELLATION AND REVISION: No order may be cancelled or revised, in whole or in part, without the written consent of Cornell. In the event that Cornell consents to any cancellation or revision, Buyer shall reimburse Cornell for all of Cornell's losses, costs, and damages caused by such cancellation or revision, including, but not limited to, any costs arising from changes in design or specifications.

CREDIT: The amount of credit offered by Cornell to Buyer is based on a number of factors, including, but not limited to, Cornell's opinion of Buyer's capacity, ability, and willingness to promptly pay for Products and Services. Cornell reserves the right to revoke Buyer's credit and/or suspend performance on any order in the event that, in Cornell's opinion, there is a material adverse change in Buyer's financial condition, or Buyer has not, within the agreed upon time, fully paid for Products or Services previously supplied under any other agreement with Cornell.

PAYMENTS: Standard terms for customers who qualify for credit are ½% 15 days, net 30. Unless otherwise agreed to in writing by Cornell, Buyer shall pay all amounts due within thirty (30) days of receipt of invoice. If Buyer is delinquent in any payment due, Cornell in its discretion may exercise any and all available remedies hereunder or at law, including set off, and may institute credit hold procedures on all open orders. Future orders will not be confirmed until Buyer's account is brought current, including any outstanding interest charges. A monthly service charge of 1.5% may be charged on amounts owed by Buyer to Cornell that have not been paid on time, subject to the maximum amount permitted by law. If Buyer defaults and this account is turned over to an agency and/or attorney for collection, Buyer will pay all reasonable attorney fees and/or the cost of collection whether or not suit is filed.

TITLE AND LIEN RIGHTS: The Products will remain personal property, regardless of how the Products are installed or affixed to any realty or structure. After delivery to Buyer, Cornell will have all such rights, including security interests and liens, in the Products as lawfully may be conferred upon Cornell under any applicable provision of law. Buyer agrees to cooperate fully with Cornell in the filing of any financing statements, including Uniform Commercial Code filings or other documents necessary to perfect such interests and liens. If Buyer breaches this Agreement, or defaults on any obligations, before paying all amounts due for the Products, Cornell may take any and all actions permitted by law to protect its interests, including, where permissible, repossession of such Products.

SHIPMENT & RISK OF LOSS: Cornell will endeavor to deliver accepted orders promptly; it is understood, however, that dates indicated for delivery or performance represent best current estimates only and Cornell will have no liability for failure to perform within such dates. All sales are EX-Works factory. Title and risk of loss shall pass to Buyer upon shipment. Shipping contracts made by Cornell shall be to Buyer's account. All claims for loss or damage after shipment shall be filed by Buyer with the carrier. Buyer shall be liable to Cornell for the full price of the goods, irrespective of loss or damage in transit. Cornell shall not be required to provide freight cost receipts to Buyer at the time of invoice.

LIMITED WARRANTY: Cornell warrants, to Buyer only, that Products manufactured by Cornell are free from defects in material and workmanship for the periods set forth in Exhibit 1. If a failure to conform to specifications or a defect in materials or workmanship is discovered within the applicable period, Cornell must be promptly notified in writing within thirty (30) days of such discovery. Within a reasonable time after such notification, Cornell shall correct any failure to conform to specifications or any defect in materials or workmanship, or in lieu of such repair, and at Cornell's sole option, shall replace the Products or the applicable portion thereof. Any such repair shall be performed at Cornell's facility, unless otherwise designated by Cornell. Buyer shall pay any cost incurred as a result of shipping the Products, or any portion thereof, to Cornell. Cornell shall pay any cost incurred in returning the Products, or any portion thereof, to Buyer. For repairs done at Cornell's facility, Cornell will pay for any costs of labor and materials, and any expenses incurred by Cornell in making such repairs. Cornell may opt to send replacement parts in lieu of repair at Cornell's facility. Cornell may also opt to perform repairs at Buyer's facility or site. If such repairs are performed for the convenience of Buyer, Buyer shall pay for all costs of labor and materials. If such repairs are performed for the convenience of Cornell, Buyer shall, in Cornell's sole discretion, pay a portion of the costs of labor and materials. Cornell shall have no obligation to pay or reimburse Buyer or any third party for any expense incurred as a result of any Products, or any repair or attempted repair of any Products. The warranty provided herein shall not apply in the event of any (a) defects caused by a failure to provide a suitable installation environment for the Products, (b) damage caused by the use of the Products for purposes other than those for which the Products were designed or intended, (c) damage caused by disasters such as fire, flood, wind, or lightning, (d) damage caused by unauthorized attachments or modifications, (e) other abuse or misuse, including improper installation, (f) reasonable wear and tear, and (g) defects in equipment or components not manufactured by Cornell. Cornell shall pass on any warranties for equipment and components not manufactured by Cornell to the extent that such warranties may be passed on. **TO THE FULLEST EXTENT ALLOWED BY LAW, THE FOREGOING LIMITED WARRANTIES AND REMEDIES ARE EXCLUSIVE AND EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, REPRESENTATIONS, TERMS, OR CONDITIONS, WRITTEN OR ORAL, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES, TERMS OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INFRINGEMENT, THAT THE PRODUCTS WILL GENERATE CERTAIN RESULTS, WORK IN COMBINATION WITH OTHER COMPONENTS OR AS AN INTEGRATED SYSTEM, OR WILL FULFILL ANY OF BUYER'S PARTICULAR PURPOSES OR NEEDS, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED.**

COMPLIANCE WITH LAWS: Buyer shall abide by and comply with all laws, regulations, rules and guidance of federal, state, local, or foreign governmental and regulatory authorities ("Applicable Laws") pertaining to its business and governing the purchase or license, installation or use of the Products and Services, including, without limitation, all Applicable

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Laws pertaining to (a) obtaining licenses, permits and registrations and fulfilling all other requirements of governmental agencies, (b) the sale or shipment of Products or use of Services, including, but not limited to, the U.S. Foreign Corrupt Practices Act, the U.K. Anti-Bribery Act, the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, and applicable customs requirements, and (c) the fulfillment of any of Buyer's obligations under this Agreement, including, but not limited to, the payment of all applicable taxes, duties and governmental charges, obtaining all required governmental permits, licenses and approvals, compliance with Applicable Laws related to safety, health, the environment, fair labor practices and unlawful discrimination, and any required testing of Products. Cornell shall have no obligation or responsibility of any kind with respect thereto. Buyer agrees that it will not (i) assist or participate in the unlawful diversion of Cornell's products into foreign countries, (ii) sell any Cornell products in countries or to users not approved to receive such products without first obtaining the licenses or permits required under Applicable Laws, or (iii) engage in any other violation of Applicable Laws. Buyer hereby agrees to comply with the Export Administration Regulations or any successor legislation maintained by the U.S. Department of Commerce (EAR), trade and economic sanctions regulations maintained by the Treasury Department's Office of Foreign Assets Control (OFC) and the International Traffic in Arms Regulations (ITAR) maintained by the Department of State, and the Foreign Corrupt Practices Act and any other United States law that may result in sanctions against Cornell or its affiliated companies. Buyer shall be responsible for obtaining any license required under the EAR, OFAC regulations or ITAR, or any other law or regulation. Buyer agrees that no item received from Cornell is intended to be shipped, either directly or indirectly, to any country, company or Person or for any end-use that is prohibited under the EAR, OFAC regulations or ITAR. Buyer shall only export or re-export the Products in compliance with all applicable U.S. export control laws and regulations.

PROPRIETARY INFORMATION: Buyer acknowledges that Cornell's Products and Services are based upon and embody various confidential and/or proprietary technology, processes, methods, information, and trade secrets of Cornell and its suppliers and licensors. Cornell and its suppliers or licensors (as applicable) shall exclusively own all inventions, technology, know-how, trade secrets, and other proprietary information of any kind used or embodied in the Products or Services, documentation, drawings, designs, specifications, Software, and other items furnished by Cornell, all intellectual property rights with respect thereto, and all reproductions or derivatives thereof in any form ("Proprietary Information"). Buyer shall neither acquire nor claim any right, title, or interest in, and shall exercise reasonable care to maintain the confidentiality of, Cornell's Proprietary Information and shall use the same solely as required for its authorized use of Cornell's Products or Services as supplied hereunder. Buyer may not directly or indirectly (1) copy, adapt, develop, disassemble, reverse engineer, recast, compile, decompile, translate, or create derivative works from any Products or Services, instructions, manuals, schematics, or other items provided by or on behalf of Cornell, or permit any third party to do so, (2) remove, alter, or obscure any copyright, trademark, patent, logo, government restricted rights, or other notices or legends from items provided by Cornell, or (3) disclose or use Cornell's Proprietary Information for commercial purposes or in a manner detrimental to Cornell. Disclosures of Proprietary Information may be made only to Buyer's employees, officers, directors, agents, representatives, contractors, licensees, or affiliates ("Representatives") having a specific need to know and a written obligation to protect such information no less restrictive than the restrictions herein, and Buyer will be responsible for any breach by its Representatives. It is agreed that any breach of this section may cause Cornell irreparable harm for which recovery of damages would be inadequate, and that immediate injunctive or other equitable relief is appropriate and available to Cornell to prevent any violation, threatened or actual, in addition to other remedies and without proof of actual damage.

SOFTWARE: Any software provided by Cornell, including without limitation internal system code, firmware, and/or operating system software ("Software") is licensed, not sold, and is provided upon the terms and subject to the conditions set forth in the applicable license

agreement, the terms of which will prevail over any contrary terms and conditions herein. Buyer will be deemed to have agreed to the terms of any applicable licenses by installing, signing in, or using the Software or the product in which it is installed. Cornell or its suppliers or licensors own all such Software and, unless otherwise provided in the applicable license agreement, Cornell grants Buyer, only for so long as Buyer owns the Product or is using the Services, a personal, non-exclusive license to Buyer to use such Software only in machine readable form for use on a single unit of the Product. Title to the software remains with Cornell or its suppliers, and rights not expressly granted to Buyer are hereby expressly reserved. Buyer may not copy or duplicate the Software, in whole or in part (other than one back-up copy, bearing all original copyright notices, for archival purposes), or transfer, sublicense, distribute, sell, lease, rent, or otherwise provide or disclose any such Software, or any portion thereof, to any third party, including without limitation any use over the internet or through an application service provider model, except that Buyer may sublicense the software along with the transfer of the Product to another party. Buyer may not circumvent any usage or other restrictions imposed by any license manager, or modify, adapt, copy, recast, alter, compile, decompile, translate, or create any derivative work based on the Software, or use the same for application development purposes. The license granted to Buyer will terminate if Buyer discloses or transfers the software to others without Cornell's consent or discontinues use of the Product for which such Software is provided.

LIMITATION OF LIABILITY: No claims, regardless of form, arising out of the Products, Services, or transactions to which these Terms apply may be brought by Buyer more than two (2) years after the cause of action arises or performance is completed or terminated, whichever is earlier. **IN NO EVENT WILL CORNELL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR OTHER INDIRECT DAMAGES OR LOSSES, INCLUDING WITHOUT LIMITATION LOSS OF DATA, HOWEVER CAUSED, WHETHER OR NOT FORESEEABLE, AND EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND CORNELL'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 PURCHASE ORDER. THESE LIMITATIONS WILL APPLY 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 CORNELL, AS MANUFACTURER, UNDER ANY THEORY OF LIABILITY, INCLUDING BY MEANS OF INDEMNIFICATION OBLIGATIONS.** Buyer acknowledges that these limitations of liability are a material part of the bargain between the parties and are reflected in product pricing, which would be higher without these limitations.

INDEMNIFICATION: Buyer shall indemnify, defend and hold harmless Cornell, its affiliates, and their respective directors, officers, members, employees, agents, contractors, successors, and assigns from and against all losses, damages, expenses, claims, demands, suits, judgments, penalties, and costs of any kind whatsoever, including attorneys' fees and expenses arising out of this Agreement or Buyer's use, acts, or omissions in connection with any Products or Services.

ASSIGNMENT: This Agreement is not assignable without Cornell's prior written consent. This Agreement is binding upon and enforceable against any successor or permitted assignee.

GOVERNING LAW AND FORUM: This Agreement shall be governed in all respects by the laws of the State of Oregon, U.S.A. (excluding any conflicts of laws principles that would lead to the application of another state's laws). Buyer submits to the jurisdiction of the state and federal courts of Oregon for the purposes of resolving any dispute arising under or in connection with this Agreement.

WAIVER & SEVERABILITY: The failure of Cornell to enforce any provision of this Agreement will not constitute a waiver of that provision. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, then that provision will be amended to achieve as nearly as possible the same economic and practical effect as the original provision and the remaining provisions of this Agreement will not be affected.

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Exhibit 1

WARRANTY COVERAGE BY PRODUCT					
PRODUCT	0-12 Months	13-18 Months	19-24 Months	25-36 Months	37-60 Months
REFRIGERATION PUMPS	100%				
IRRIGATION PUMPS*	100%				
FOOD AND HOT OIL PUMPS	100%				
INDUSTRIAL PUMPS*	100%				
MUNICIPAL PUMPS*	100%				
SUBMERSIBLE PUMPS*	100%		50%		25%
PORTABLE PUMPS**	100%	50%		25%	
DAF PUMPS	100% (6 month)				
STX, STL & STH SELF PRIMER PUMPS	100%				
VERTICAL TURBINE PUMPS	100%				
OTHER PUMPS NOT LISTED	100%				
PARTS	100%				
Warranty for Motors, Controls, and other accessories not manufactured by Cornell are provided by the manufacturer of those products.					

*For permanent Installations

**Pumps used for Rental, Dewatering, and other non-permanent applications

Proration periods are based on months after shipment (unless otherwise agreed upon).

Wear Parts: This limited warranty does not cover parts that by nature of their function require replacement as the result of normal wear and tear (seals, wear rings, wear plates, or other parts subjected to abrasion, cavitation, or corrosion) unless a defect in materials or workmanship can be determined by Cornell.

Effective Date: March 19th, 2020

Supersedes All Previous Warranties.