

TOSHIBA INTERNATIONAL CORPORATION

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STANDARD TERMS AND CONDITIONS OF SALE (Dated: July 1, 2013)

Except as otherwise agreed to in writing by Toshiba International Corporation ("TIC"), the following terms and conditions ("Terms") shall apply to TIC's offer of sale ("Offer") of the equipment, parts, or software ("Goods") to the customer or person or entity purchasing the Goods ("Purchaser"). For purposes of the Terms, Offer means all written quotations in which the Terms are referenced, unless waived or modified in a signed writing by TIC, and all resulting contracts.

ACCEPTANCE: Purchaser's written order accepting this Offer of Goods ("Order") or written direction to TIC to proceed with engineering, procurement, furnishing, manufacturing, shipment or delivery of such Goods, shall constitute agreement to only these Terms. Acceptance of this Offer by Purchaser must be expressly limited to these Terms. Any additional or contrary terms in Purchaser's written purchase order, acknowledgment and other written direction will constitute a material alteration which TIC objects to and rejects. Trade custom and/or usage are superseded by these Terms and shall not be applicable to broaden or narrow the express terms of this Offer or used otherwise in its interpretation.

PRICES: Prices are in United States Dollars and include the cost of the manufacturer's usual factory tests, inspection, packing, and delivery FCA TIC designated facility or FCA place of shipment of TIC's supplier (INCOTERMS 2010). Such prices do not include any other costs applicable to the Goods, including without limitation, export packing, loading, unloading, handling, storage, transportation, installation, and insurance charges. The prices applicable to the Goods are those in effect at the time of Order. Purchaser's payment of TIC invoices containing clerical or pricing errors will not relieve Purchaser's obligation to make full payment.

TAXES: Prices do not include any federal, state, municipal, or local property, license, privilege, business, occupation, stamp, documentary, sales, use, excise, gross receipts, duties, custom charges, value added or other similar taxes, fees or charges ("Taxes") which may now or hereafter be imposed by any governmental authority on the Goods, or services, related to the transaction between TIC and Purchaser. If Purchaser holds a direct payment permit or claims an exemption from Taxes, Purchaser shall provide TIC with documentation acceptable to the taxing authorities involved. Otherwise, Purchaser agrees to pay or reimburse TIC any Taxes which TIC or TIC's subcontractors or suppliers are required to pay. Under no circumstances shall TIC be responsible for any income and/or payroll taxes attributable to Purchaser and/or Purchaser's subcontractors. Purchaser hereby agrees to indemnify TIC for any liability arising out of income and/or payroll taxes attributable to Purchaser and/or its subcontractors.

PAYMENT: Subject to credit approval by TIC, all invoices shall be paid in full in United States dollars within thirty (30) days after the date of TIC's invoice. TIC shall invoice Purchaser for the full purchase price of Goods shipped upon delivery of such Goods. In the event progress payments are required, TIC shall invoice Purchaser for such progress payments upon completion of the applicable milestone. If, in the judgment of TIC, the financial condition of Purchaser at any time prior to delivery does not justify the terms of payment specified in an Order, TIC may require payment in advance, progress payments, payment security satisfactory to TIC, or may terminate the Order and Purchaser shall be liable for cancellation charges in accordance with the termination provisions provided herein. If delivery is delayed by Purchaser, payment shall be due thirty (30) days from the date TIC is prepared to make delivery. In the event Purchaser fails to make payment by the date provided herein, TIC may deduct such amounts due TIC from all amounts it may owe Purchaser, whether matured or unmatured, arising from this or any other transaction. Purchaser agrees that any unpaid portion of the purchase price shall bear interest at the rate of 12% per annum from and after the date due and owing. Notwithstanding any other provision of an Order, TIC does not intend to and shall not charge, collect or contract for interest in excess of the maximum rate permitted by law. Any such excess interest shall be applied first to reduce any unpaid portion of the purchase price and then to all other outstanding charges owed TIC, until such time as each is paid in full, at which time any remaining excess shall be refunded to Purchaser.

DELIVERY: Delivery dates are approximate and dependent upon (1) prompt receipt by TIC from Purchaser of all information necessary to permit TIC to proceed with its work immediately and without interruption; (2) Purchaser's compliance with all terms and obligations of the Order, including payment terms and continued solvency; and (3) Purchaser's ability to provide TIC with adequate assurance of Purchaser's ability to fully perform its obligations under the Order, including assurances of payment, should TIC reasonably request such assurances. TIC shall deliver the Goods FCA TIC designated facility or FCA place of shipment of TIC's supplier, export packing not included (INCOTERMS 2010). Partial deliveries shall be permitted. Upon such delivery, title to such Goods shall pass to Purchaser. Purchaser shall promptly inspect all Goods for quantity differences, damages and nonconformity. Purchaser shall be deemed to have accepted all Goods not rejected within fourteen (14) days following delivery. Following acceptance, all claims of defect or non-conformity shall be governed by the WARRANTY provisions herein. In the event Purchaser requests an extension of the delivery date and TIC, in its sole discretion, agrees to extend such date, TIC may place such Goods in storage either at a TIC operated facility or at another location, retaining the risk of loss for such Goods. In such events, (1) all costs incurred by TIC in connection with such storage, including, without limitation, costs of preparing such Goods for storage, placement into storage, handling, storage/demurrage, inspection, preservation and insurance (or if storage shall be at a TIC operated facility, reasonable storage costs not to exceed five percent (5%) of the total price of the Goods being stored for each month of storage), shall be due and payable by Purchaser upon receipt by Purchaser of TIC's invoices, and (2) TIC's delivery obligations shall be deemed fulfilled and title to the Goods shall pass to Purchaser, if it has not already passed, and (3) when conditions permit and upon payment of all amounts due hereunder, the parties shall arrange for shipment in accordance with delivery terms of the Order.

MODIFICATIONS: TIC shall have the right to modify the design and/or method of manufacture of the Goods without advance notice to Purchaser if, in the judgment of TIC, such modification does not materially and adversely affect the performance of the Goods. Upon acceptance in writing by TIC, Purchaser may request reasonable changes in any one or more of the following: (1) drawings, plans, designs and specifications; (2) quantities; (3) delivery schedule; or (4) place, manner or time of delivery. If any such change increases or decreases the cost of the Goods to be provided and/or delays TIC's performance, then TIC shall be entitled to an equitable adjustment in price and/or time of delivery.

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FORCE MAJEURE: In no event shall TIC be liable for non-delivery or delays in delivery of the Goods or for failure or delay in the performance of any other obligations arising directly or indirectly from causes of any kind beyond TIC's control, including, without limitation, acts of God, unforeseeable circumstances, acts (including delays or failure to act) of any governmental authority (de jure or de facto), war (declared or undeclared), riot, revolution, priorities, fires, floods, weather, strikes, labor disputes, sabotage, epidemics, factory shutdowns or alterations, embargoes, delays or shortages in transportation, delay or inability to obtain or procure labor, manufacturing facilities or materials, or to obtain timely instructions or information from Purchaser. The foregoing provision shall apply even though such causes may occur after TIC's performance of its obligations has been delayed for other causes.

WARRANTY: Unless a different warranty is stated herein, affixed to the Goods by the manufacturer or TIC, or is specified in writing in any maintenance or operating instructions pertaining to such Goods, TIC warrants that the Goods sold by TIC to Purchaser will be free from defects in materials and workmanship. This warranty shall expire eighteen (18) months after the date on which the Goods are delivered by TIC to the initial purchaser or twelve (12) months after the Goods are first placed in operation, whichever period shall first expire. If the Goods fail to conform to the foregoing warranty, TIC shall, at its sole discretion, repair, replace or update, free of charge, or refund the purchase price paid for any such nonconforming Goods; provided Purchaser (1) promptly notifies TIC in writing of the nonconformity, (2) furnishes TIC satisfactory proof thereof, and (3) if requested by TIC, returns the nonconforming equipment, part or software to TIC and pays all expenses incurred in connection with such return. The repaired, replacement or equipment, part or software, shall be delivered, free of charge, to Purchaser, FCA TIC designated facility or at TIC's option, FCA a TIC authorized service shop, not loaded on truck or other carrier (INCOTERMS 2010). Purchaser shall pay all costs following such delivery, including, without limitation, all handling, transportation, assembly, installation, insurance, testing, and inspection charges. The warranty excludes (1) normal wear and tear; (2) Goods that have not been properly stored, assembled, installed, serviced, maintained, operated, or used within the limits of rated capacity and normal usage; (3) Goods not used in accordance with current operating and maintenance instructions furnished by TIC, and (4) Goods that have been altered or modified in any manner without the written consent of TIC. THE FOREGOING OBLIGATION TO REPAIR, REPLACE, UPDATE OR REFUND THE PURCHASE PRICE PAID FOR THE GOODS SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF PURCHASER, ITS CUSTOMERS AND USERS OF THE GOODS FOR THE BREACH OF THE FOREGOING WARRANTY. TIC SHALL HAVE NO OBLIGATION TO DISASSEMBLE ANY NONCONFORMING GOODS OR TO INSTALL ANY REPAIRED OR REPLACEMENT PART, EQUIPMENT OR SOFTWARE OR TO PAY ANY COSTS INCURRED IN CONNECTION WITH SUCH DISASSEMBLY OR INSTALLATION. **THERE ARE NO OTHER WARRANTIES AND TIC HEREBY EXPRESSLY DISCLAIMS ALL OTHER EXPRESS, STATUTORY AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

PATENTS: TIC shall defend any suit or proceeding brought against Purchaser to the extent it is based upon a claim that the Goods furnished pursuant to this Order infringe any patent of the country in which the Goods are delivered to Purchaser, if notified promptly in writing and given authority, information and assistance at TIC's expense for the defense of such suit or proceeding, and TIC shall pay all damages and costs awarded therein against Purchaser. In the event such Goods are finally determined in such suit to infringe any such patents and the use of such Goods is permanently enjoined, TIC shall, at its expense, and at its option: (1) procure for Purchaser the right to continue using said Goods; (2) replace the same with non-infringing Goods; (3) modify such Goods to be non-infringing; or (4) remove such Goods and refund the purchase price thereof, less a reasonable charge for depreciation. The foregoing states the entire liability of TIC for patent infringement by the Goods. Notwithstanding the foregoing, TIC shall have no obligation to defend any suit or proceeding brought against Purchaser to the extent it is based, in whole or in part, upon a claim that any application, method or process in which the Goods furnished by TIC are used constitutes an infringement of any patent. TIC shall have no liability or obligation to Purchaser of any kind with respect to any such claim or with respect to any damages or costs awarded or any determination of infringement made on the basis of any such claim. The foregoing provisions shall not apply to any Goods manufactured to Purchaser's design. As to such Goods, TIC assumes no liability whatsoever for patent infringement and Purchaser shall indemnify, defend, and hold TIC harmless from and against all claims, damages, obligations, liabilities and suits (and all associated costs and expenses, including, without limitation, attorneys' fees and costs of litigation) arising as a result of the alleged infringement of patent rights caused by the manufacture or sale by TIC of such Goods.

TERMINATION: Purchaser may terminate the Order only upon written notice to TIC and upon payment to TIC of cancellation charges in accordance with the cancellation schedule provided in the Order, or if none is provided, reasonable and proper termination charges, including but not limited to, all costs incurred prior to the notice of termination and all expenses incurred by TIC attributable to the termination, plus a fixed sum of ten (10) percent of the Order price to compensate for disruption in scheduling, planned production and other indirect costs. No termination by Purchaser for default shall be effective unless, within fourteen (14) days after receipt by TIC of Purchaser's written notice specifying such default, TIC fails to commence and diligently pursue correction of such default.

LIABILITY: The total liability of TIC for any loss, damage, or claim, whether in contract, warranty, tort (including negligence and strict liability), or otherwise, arising out of or relating to this Offer or any contract based upon this Offer, shall not in any event exceed the price allocable to the Goods or service which gives rise to the loss, damage, or claim (except as further limited under the WARRANTY and PATENT provisions herein). Notwithstanding the foregoing, in no event shall TIC be liable under any theory of recovery, including, without limitation, contract, warranty, or tort (including negligence and strict liability) for any indirect, incidental, special or consequential damages, including, without limitation, loss of profits, business, or information; loss of use of the Goods or any associated equipment; costs of capital, substitute Goods, facilities or services; costs of down time or labor; or claims of Purchaser's customers for such damages, even if TIC was advised of the possibility of such damages.

SERVICES: If Purchaser requests TIC to provide services on the Goods, including, without limitation, installation or commissioning, and such request is accepted in writing by TIC, Purchaser shall pay TIC's standard charges for all such services plus all travel and expenses incurred in connection therewith, including, without limitation, permits, licenses, authorizations and approvals required under applicable federal, state, and local laws, regulations, and ordinances to permit the purchase, installation, operation and use of the Goods. TIC shall provide such services in accordance with its Standard Terms and Conditions of Field Services.

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EXPORT CONTROL: Purchaser acknowledges that the Order may concern products and/or technical data that may be controlled or restricted under the U.S. Export Administration Regulations or the Office of Foreign Assets Control, or other applicable laws and regulations relating to the export or import of products and/or technical data and may be subject to the approval of the U.S. Department of Commerce or Treasury, respectively, prior to export. Any export or re-export of Goods by Purchaser, directly or indirectly, in contravention of the export control laws, economic sanctions laws or other applicable laws or regulations is prohibited, and Purchaser shall comply with all such laws and regulations, as well as the U.S. Foreign Corrupt Practices Act and similar laws of applicable foreign jurisdictions. Purchaser shall not seek to influence sales or other business affairs by means of bribery, kickbacks, illegal payments or other ethically questionable inducements, including gifts or anything of value. Additionally, the Goods shall not be sold for use in, or to parties that are suspected to be involved in, the development, production, use or stockpiling of weapons of mass destruction; to entities or individuals on any applicable lists of parties denied export privileges (including, without limitation, <http://www.bis.doc.gov/complianceand enforcement/listsstocheck.htm>), or to parties in any embargoed countries. This provision constitutes an independent covenant and continuing obligation of Purchaser and shall survive the termination of any Offer or resulting contracts.

NUCLEAR USE: The Goods described herein shall not be used in conjunction with, or as a part of, any activity or process involving nuclear fission or fusion or any use or handling of any material defined in Chapter 2 of the U.S. Atomic Energy Act of 1954, as amended, unless Purchaser, at its expense, arranges for insurance and indemnity (governmental and Purchaser) satisfactory to TIC protecting TIC against liability of any kind and agrees to such other terms as TIC may require with respect to sales of Goods for nuclear use.

GOVERNING LAW: This Offer may only be accepted in Harris County, Texas and any contract resulting from it shall be performable, in whole or in part, in Harris County, Texas and shall in all respects be governed, construed, and enforced according to the laws of the State of Texas, U.S.A (without giving effect to its conflict of laws principles). If Purchaser's principal place of business is in the United States, then venue for all disputes arising out of this Offer or any contract resulting from it shall be in Harris County, Texas (or in the Southern District of Texas if such proceeding is in a United States District Court). If Purchaser's principal place of business is located outside of the United States, any controversy or claim arising out of or relating to this Offer or any contract resulting from it shall be settled by arbitration administered by the American Arbitration Association in Houston, Texas in accordance with the latest Commercial Rules of the American Arbitration Association or, if applicable, in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law. Judgment upon the award rendered by the arbitrator(s) may be entered in any court or forum having jurisdiction thereof. The arbitrator(s) shall provide TIC and Purchaser with a written explanation of the reasoning behind the decision and award. The arbitrators shall not have the authority to appoint a tribunal expert. TIC and Purchaser further agree to first mediate any controversy or claim in a good faith attempt to resolve it prior to the arbitration hearing in accordance with the Rules of the American Arbitration Association for mediation of disputes. The prevailing party in any arbitration proceeding shall be entitled to recover its reasonable attorneys' fees and costs of arbitration from the other party. The United Nations Convention for the International Sale of Goods shall not apply to any contract arising from this Offer.

GENERAL: These Terms may not be waived or modified unless done in writing and signed by an authorized representative of TIC. Any waiver by TIC of a breach of any of these Terms shall not constitute a waiver or prejudice TIC's right to otherwise subsequently demand strict compliance with that or any other term or condition. The provisions of these Terms as well as the provisions of any resulting contracts are severable and if any provisions are judicially determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions or portions shall nevertheless be binding and enforceable. The election of TIC to pursue any remedy shall not exclude pursuit of any other remedy otherwise available to TIC or limit its right to declare Purchaser in default. Any Offer is subject to change by TIC prior to actual receipt by TIC of written acceptance of such offer and shall expire thirty (30) days from the date of offer. The Terms are subject to change by TIC at any time prior to an Order, and all Orders are subject to TIC's published standard terms and conditions of sale in effect at the time of the Order.

ENTIRE AGREEMENT: These Terms shall be the only terms and conditions applicable to the sale of the Goods described herein and shall supersede all prior oral or written communications regarding the subject matter of the Offer or any resulting contract.