

1. APPLICABLE TERMS AND CONDITIONS. All ROBERTSON sales are made only on the terms and conditions of sale stated herein ("T&Cs") and on the face of the applicable ROBERTSON quotation, to the exclusion of any Buyer terms and conditions in any specific order documentation. The Parties acknowledge that, in the course of performing under the Agreement, each Party may use commercial forms (including, but not limited to, purchase orders and other acknowledgment forms). With the exception of ROBERTSON's part number, price, and delivery and Buyer's specific line item requirements, these T&Cs contain the exclusive terms that apply to all orders placed by Buyer with ROBERTSON, and the pre-printed portions of such other forms shall have no effect. ROBERTSON's performance of any order is expressly conditional on Buyer's agreement to ROBERTSON's T&Cs, and in the absence of such agreement shall be for Buyer's convenience only, shall not create any contractual obligation, and shall not be construed as acceptance by ROBERTSON of Buyer's terms and conditions printed or stated in its orders. Buyer's request for or acceptance of any product or service shall be deemed acceptance of these T&Cs. For purposes of these T&Cs, the term "Buyer" shall mean the party submitting the purchase order for purchase and the term ROBERTSON shall mean Robertson Fuel Systems, LLC, an Arizona Limited Liability Company.

2. TERMS OF PAYMENT. Credit terms, shipments, deliveries, and performance are at all times subject to the approval of an authorized representative of ROBERTSON. Unless credit is granted, payment is due prior to shipment. All payments for products released and/or shipped on approved credit accounts shall be due in full thirty (30) days from the date of invoice unless otherwise agreed in a writing signed by both parties. Buyer's failure to comply with the above shall be regarded as a fundamental breach of contract. Past due balances shall be subject to a service charge of one and one half percent (1.5%) per month, but not to exceed the maximum amount permitted by applicable law. Notwithstanding any terms to the contrary, ROBERTSON may cancel or delay delivery of any products ordered by Buyer in the event of an arrearage in Buyer's account, and all credit approval is at all times contingent on Buyer maintaining a satisfactory payment history. ROBERTSON may waive any default without waiving any prior or subsequent default.

3. QUOTATIONS, ORDERS, AND PRICING. ROBERTSON's quotations and any resulting orders are subject to the following, unless otherwise expressly stated in ROBERTSON's quotation or other writing signed by an authorized representative of ROBERTSON: (a) all purchase orders shall be subject to written acceptance by ROBERTSON; (b) all quotations shall expire sixty (60) days after their respective dates unless otherwise stated on ROBERTSON's quotation documentation and shall be subject to intervening orders; (c) clerical and typographical errors are subject to correction; (d) all unit prices quoted are for products only and do not include special markings, bar coding or special packaging (other than ROBERTSON's normal domestic commercial packaging in accordance with ASTM D3951), technical data, proprietary rights of any kind, patent rights, or qualification, environmental or other than ROBERTSON's standard tests. Additional charges, such as storage, shipping, and export fees, may apply, and the total amount charged to Buyer may be adjusted to include other customary charges incidental to the products provided hereunder. ROBERTSON's prices exclude, and Buyer shall be solely responsible and liable for, all such charges. All published prices are subject to change without notice. Unless otherwise stated, all items are factory new, of domestic manufacture, and not hazardous. **FOR OVERHAULS AND REBUILDS:** For Buyer owned or directed products returned to ROBERTSON's facility for overhaul, repair, rebuild, or reset activities, overhaul unit pricing will be determined by the level of effort and category of work performed as well as component parts identified during evaluation as requiring replacement. Separate charges, in addition to the price for disassembly and inspection, may apply in the event that an item is returned as is, returned no fault found, or directed to be scrapped at ROBERTSON's facility. Additional information on ROBERTSON's overhaul methodology or specific product based charges may be provided upon request by Buyer.

4. SHIPPING TERMS AND RISK OF LOSS. Except as otherwise may be agreed in a writing signed by both parties, all domestic shipments are FOB ROBERTSON's facility in Tempe, Arizona, and all international shipments are Ex Works (EXW) ROBERTSON's facility in accordance with Incoterms® 2010. In all cases, delivery to or by the designated carrier at the named FOB point shall constitute delivery to the Buyer, and passage of title and risk of loss or damage to products shall pass to the Buyer upon such delivery. ROBERTSON shall retain a purchase money security interest in all products, and the proceeds thereof, until Buyer has made payment in full in accordance with the terms hereof. Buyer shall cooperate fully with ROBERTSON to execute such documents and accomplish such filings and/or recordings as ROBERTSON may deem necessary for protection of its interests in the products furnished to Buyer. If not otherwise prominently stated on the face of Buyer's purchase order documentation as accepted in writing by ROBERTSON, Buyer agrees to accept early and partial delivery. Where alternate shipping instructions are not provided, shipping charges will be prepaid and added to ROBERTSON's invoice at time of shipment. Although ROBERTSON will endeavor to follow all shipping instructions provided by Buyer, in the event a shipment is inadvertently processed either contrary to the shipping method or outside the shipping window specified by Buyer, Buyer's remedies will be limited to having the difference in incurred charges refunded or deferring payment to the scheduled delivery date, respectively.

5. TAXES. All prices on ROBERTSON's quotations and invoices do not include sums necessary to pay or collect any taxes or duties including, but not limited to, Federal, State, Municipal excise, sales or use taxes or import duties levied upon the production, sale, distribution, or delivery of products or furnishing of services by ROBERTSON to Buyer. Any such taxes or duties that are due and owing related to the sale of products or services by ROBERTSON to Buyer are the sole responsibility of the Buyer, and shall be paid exclusively by the Buyer, either directly to the taxing or levying authority, or as reimbursement to ROBERTSON.

6. INSPECTION AND ACCEPTANCE. The Buyer shall inspect and accept any products delivered as soon as is practicable, but in any event within fifteen (15) days after Buyer takes delivery of such products, and Buyer waives any claim for defective

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goods, for defective manufacture or workmanship, for shortage in count, or for any other cause not made within 30 days after receipt of delivery. In the event the products do not meet the drawings and/or specifications, the Buyer shall notify ROBERTSON of such noncompliance in writing and give the ROBERTSON a reasonable opportunity to correct any such noncompliance. The Buyer shall be deemed to have accepted any products delivered under any order and to have waived any such noncompliance in the event a written notification that the products delivered by ROBERTSON to Buyer do not comply with the drawings and/or specifications is not received by the ROBERTSON within thirty (30) days after the Buyer takes delivery of the products. As to defects which are not discoverable by inspection within 30 days, ROBERTSON's Standard Warranty and/or Overhaul Warranty, as described in the below Sections 10 and 11 shall apply. ROBERTSON's obligations will be conditioned upon ROBERTSON receiving written notice of any alleged nonconformity within 60 days after identifying such nonconformity, and return of such goods to ROBERTSON, F.O.B. ROBERTSON's factory. ROBERTSON will have a reasonable period of time to repair or replace nonconforming goods.

7. INVENTORY STORAGE AND MANAGEMENT. In the event that ROBERTSON is unable to deliver finished products at the applicable delivery point due to Buyer's failure to timely provide appropriate instructions, documents, licenses or authorizations, (a) ROBERTSON shall provide notice to the Buyer; (b) the products shall be deemed to have been delivered; (c) risk of loss shall pass to the Buyer, and (d) ROBERTSON, at its option, may store the affected Products until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance). For Buyer owned or directed products returned to ROBERTSON's facility for overhaul, repair, rebuild, or reset activities, fixed storage and inventory management fees will apply in the event that disposition instructions are not received within sixty (60) days past the date of quote and will accrue until such time as Buyer provides disposition instructions and funds any related charges. In either event, the price for the inventory storage and management will be a fixed fee equal to one-half of one percent (0.5%) per month of the value of the inventory stored and managed by ROBERTSON. This fee will be calculated and invoiced monthly on the basis of the then-current catalog purchase price of the affected product.

8. EXCUSABLE DELAYS; FORCE MAJEURE. ROBERTSON shall not be liable for any delay in delivery or other performance hereunder which is due to unforeseen circumstances, or to any cause beyond its control or without fault or negligence of ROBERTSON, including, without limitation, strike, lockout, riot, war, fire, unusually severe weather, acts of God or the public enemy, epidemics, quarantine restrictions, strikes, freight embargoes, accident, failure or breakdown of components necessary to order completion; supplier, subcontractor or Buyer caused delays; inability to obtain or substantial rises in the prices of labor, materials or manufacturing facilities; curtailment of or failure to obtain sufficient supplies; technical difficulties; or compliance with any governmental law, regulation, or order, including but not limited to U.S. Export Administration Regulations. Provided any such delay is neither material nor indefinite, performance shall be deemed suspended during and extended for such time as it is so delayed, and thereafter the other party shall accept performance hereunder. Delay in performance shall not be considered material or indefinite unless it exceeds or is reasonably estimated to exceed six (6) months. In the interest of conservation of scarce materials, and efficient use of high value parts and components, ROBERTSON may substitute remanufactured parts and components which meet the same quality standards and are covered by the same warranty.

9. ASSIGNMENTS AND TERMINATION. No order accepted by ROBERTSON may be terminated, cancelled, modified or assigned by Buyer except by mutual agreement by authorized representatives in writing. Any attempt to do so without ROBERTSON's written consent shall be void. In the event of Buyer's termination, with or without ROBERTSON's consent, for any order accepted by ROBERTSON and terminated or cancelled by Buyer prior to delivery: (1) Buyer will pay, at applicable contract prices, for all products which are completely manufactured and allocable to Buyer at the time of ROBERTSON's receipt of notice of termination; and (2) Buyer will be responsible for amounts according to the following termination liability schedule: (a) fifty percent (50%) of the applicable price for items cancelled less than one month prior to delivery, (b) thirty-five percent (35%) of the applicable price for items cancelled between one and six months prior to delivery; and (c) ten (10%) of the applicable price for items cancelled more than six months prior to delivery. The parties agree that the foregoing amounts are a reasonable estimate of the costs ROBERTSON may incur as a result of such termination for convenience and are not a penalty.

10. STANDARD WARRANTY. (a) The seller warrants that each product sold under this order shall be free from defects in material and workmanship under normal use and service. The obligation and liability of seller under this warranty is limited to the repair or replacement at the option of seller, of any such product which proves defective in material or workmanship within one year after delivery to the first end user or within three years after the date the product was produced, whichever occurs sooner. (b) Seller shall not be obligated or liable under this warranty for defects which examination discloses are due to tampering, misuse, neglect, normal wear or improper maintenance or storage. (c) The purchaser shall seek advance authorization from seller prior to returning any product for warranty consideration. In the event the seller determines that the product should be returned, seller shall authorize the return and indicate the address to which the product shall be returned. Upon receipt of such authorization, products for warranty consideration shall be returned with transportation charges prepaid by purchaser, in shipping containers which are adequate to prevent loss or damage in shipment. Products repaired or replaced under this warranty are warranted herein for the unexpired portion of the original warranty. (d) Unless otherwise stated in writing the terms of this warranty are the sole and exclusive warranty terms that shall have any force and effect in any order resulting from our quotation, and such terms are in lieu of all other warranties, express or implied, including the implied warranties of merchantability and fitness for a particular purpose, which are herewith expressly excluded and disclaimed. The seller also herewith expressly excludes and disclaims all liability for consequential, incidental and other type of damages resulting from or caused by the use, operation, failure, malfunction or defects of any products.

11. WARRANTY FOR OVERHAULED TANKS AND OTHER ITEMS. For products receiving overhaul, repair, rebuild, or reset by ROBERTSON, ROBERTSON's Standard Warranty shall apply, except that subsection (a) shall be revised to read as follows: (a) The seller warrants that each product overhauled under this order shall be free from defects in material and workmanship under normal use and service, ordinary wear and tear excepted. Fuel transfer pumps and bladders are excluded from this warranty, unless the fuel transfer pumps or bladders are replaced. The obligation and liability of seller under this warranty is limited to the repair or replacement at the option of seller, of any such product which proves defective in material or workmanship (ordinary wear and tear excepted) within one year after delivery.

12. TITLE. Unless specifically agreed in writing by ROBERTSON and Buyer, ROBERTSON is, and shall remain, the sole and exclusive owner of all right, title and interest in all equipment, tools, designs, technical data, and computer software produced, acquired, or used by ROBERTSON for these T&Cs, including all intellectual property rights related thereto, including all patents, copyrights, trademarks, and trade secrets.

13. PROPRIETARY INFORMATION; NO REVERSE ENGINEERING. ROBERTSON does not grant, and nothing in these T&Cs shall be construed as granting, any license of intellectual property rights. Buyer shall not, nor shall it permit any third party to, reverse engineer any of the products. ROBERTSON and Buyer shall each, during the course of their relationship and thereafter, take all steps reasonably necessary to hold in trust and confidence the others' Proprietary and Confidential Information. "Proprietary and Confidential Information" includes, but is not limited to, technical and business information relating to each party's inventions or products, services, research and development, production, manufacturing processes, costs, profit or margin information, employee skills and salaries, finances, customers, marketing and production, and future business plans. These obligations also extend to any third party Proprietary and Confidential Information disclosed during the course of the relationship. Notwithstanding anything to the contrary herein, ROBERTSON shall be entitled to injunctive relief for any violation of this section in any court of competent jurisdiction. *FOR ORDERS IN SUPPORT OF U.S. GOVERNMENT REQUIREMENTS:* Buyer and its customers receive only Limited Rights to ROBERTSON's designs and other technical data, as defined within the meaning of U.S. Federal Acquisition Regulations §52.227-14(a)-Alternate I.

14. BUSINESS MANAGEMENT SYSTEM; QUALITY REQUIREMENTS. ROBERTSON's business management system is third-party certified to ISO 9001:2015 and AS9100 Rev. D, which must be deemed to satisfy Buyer's quality requirements. ROBERTSON agrees to notify Buyer in the event of a change negatively affecting its certification status. ROBERTSON's standard certificate of conformance will be provided along with any shipments of products and can be found on its Invoice and Delivery Note. Other quality documentation, material certificates, and/or traceability records will be available for review at ROBERTSON's facility, but will not be directly provided. ROBERTSON's Standard Warranty, as described in the above Section 10, is the exclusive warranty given by Robertson or received by Buyer or Buyer's end user.

15. PART NUMBER REFERENCES. All ROBERTSON products are sold based on ROBERTSON's part numbers, drawings, designs, and specifications, and manufactured strictly in accordance with these specifications, unless otherwise expressly stated in ROBERTSON's quotation or other writing signed by an authorized representative of ROBERTSON. Any drawing or reference to a non-ROBERTSON drawing or part number on ROBERTSON's quotations, any resulting order, or related documentation is for Buyer's convenience only will not be followed in the production process or made a condition of sale.

16. GOVERNMENT FLOWDOWNS; BUSINESS METHODOLOGY. ROBERTSON reserves the right to review and take exception to any customer and/or government flow downs prior to accepting an order, and such flow downs shall be effective only if expressly agreed in a writing signed by both parties. ROBERTSON's products are developed at private expense and sold exclusively at catalog prices. As such, ROBERTSON neither maintains nor provides cost or pricing data (other than catalog price sheets) and does not allow access to its books and records (except for prior sales records to confirm that purchases have been at published catalog prices). For the avoidance of doubt, notwithstanding any other term or condition stated or referenced in any order, subcontract, or prime contract, ROBERTSON will not provide cost or pricing or other cost data. In the event Buyer's end user is unable to complete a purchase under the applicable government regulations, Buyer's exclusive remedy will be to cancel the undelivered portion of any affected items, which cancellation shall be considered a termination for convenience subject to the above Section 9. Nothing herein shall obligate ROBERTSON to provide cost or pricing data, other than data previously submitted, or to supply items determined to be subject to cost data requirements.

17. REGULATORY AND EXPORT COMPLIANCE. Buyer shall be solely responsible and liable for compliance with any and all applicable laws, regulations and licensing requirements governing the sale, export, and/or re-export of the ROBERTSON products (including, but not limited to, the Foreign Corrupt Practices Act and U.S. export regulations). ROBERTSON is unable to advise others in matters of export compliance and makes no guarantee with respect to such matters where it is not the exporter of record. If Buyer contracts with ROBERTSON to arrange for export outside of the U.S. or otherwise act as the exporter of record, ROBERTSON's standard \$500 (U.S.D.) export administration fee will apply, whether or not a license is required. For all transactions involving non-U.S. parties, additional documentation may be required from the Buyer and/or End User, and all sales and deliveries are contingent on the receipt of any needed export approvals and/or authorization. Buyer agrees to comply with all applicable export and re-export control laws and regulations at all times, including, without limitation, the U.S. Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), and the U.S. International Traffic in Arms Regulations ("ITAR") maintained by the U.S. Department of State. Specifically, Buyer agrees that it will not -- directly or indirectly -- sell, export, re-export, transfer, divert or otherwise dispose

of any products, software or technology (including products derived from or based on such technology) received from ROBERTSON to any destination, entity or person prohibited by the laws or regulations of the United States or any other country, without obtaining prior authorization from the competent government authorities as required by those laws and regulations. In the event Buyer fails to adhere to the requirements in this Article 17 or otherwise violates applicable laws, ROBERTSON shall have the right to unilaterally terminate these T&Cs and any related orders and take other appropriate action in response to such breach or violation. Buyer agrees to indemnify and hold ROBERTSON, its shareholders, officers, directors and affiliates harmless from and against any and all fines or penalties which may arise as a result of Buyer's breach or violation. The terms and conditions of this Article 17 shall survive termination or cancellation of the T&Cs.

18. DAMAGES AND LIABILITY. ROBERTSON'S TOTAL LIABILITY IN DAMAGES OR OTHERWISE, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL THEORY, SHALL NOT EXCEED THE PAYMENT, IF ANY, RECEIVED BY ROBERTSON FOR THE UNIT OF PRODUCT OR SERVICE FURNISHED OR TO BE FURNISHED, AS THE CASE MAY BE, RESULTING IN THE LOSS OR DAMAGE CLAIMED. IN NO EVENT SHALL ROBERTSON BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL LOSS OR DAMAGES OF ANY KIND, SUCH AS BUT NOT LIMITED TO LOST BUSINESS REVENUE, LOST PROFITS OR COSTS OF DOWNTIME RESULTING FROM ROBERTSON'S PRODUCTS OR SERVICES, HOWEVER CAUSED, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHER LEGAL THEORY.

19. INDEMNIFICATION. IN ALL CASES, BUYER WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS ROBERTSON AND ITS PARENT COMPANY, TOGETHER WITH THEIR EMPLOYEES AND AFFILIATES, AGAINST ALL CLAIMS, SUITS, LOSSES, JUDGMENTS, COSTS, EXPENSES AND DAMAGES, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY FEES, AND COURT COSTS, RELATING TO ACTIONS INITIATED AND CLAIMS MADE BY THIRD PARTIES FOR PROPERTY DAMAGE AND PERSONAL INJURIES, INCLUDING DEATH, IN ANY WAY RELATED TO THE SALE, DISTRIBUTION, OR USE OF THE PRODUCTS AND ANY MISCONDUCT OR NEGLIGENCE OF BUYER OR WHEN ANY PRODUCT MADE PURSUANT TO THESE T&Cs IS MANUFACTURED IN WHOLE OR IN PART TO BUYER'S DESIGNS. PROVIDED, HOWEVER, THIS INDEMNIFICATION DOES NOT APPLY WHERE THE PRODUCT DEFECT IS CAUSED SOLELY BY A MANUFACTURING PROCESS, ASSEMBLY OPERATION, OR NEGLIGENCE OF ROBERTSON. BUYER SHALL NOT ENTER INTO ANY RELATED SETTLEMENT WITHOUT ROBERTSON'S OR INDEMNIFIED PARTY'S PRIOR WRITTEN CONSENT.

20. DISPUTE RESOLUTION. All disputes, controversies or claims of any kind arising from or in any way related to these T&Cs, to the breach, termination or invalidity hereof, or to the products or services provided herein, shall be settled by final and binding arbitration. Arbitration shall be conducted in Arizona in the English language under the rules and procedures of the American Arbitration Association and shall be governed by the commercial law of the State of Arizona without reference to its conflict of law principles. The parties hereby expressly disclaim and exclude applicability of the UN Convention on Contracts for the International Sale of Goods. The arbitral tribunal shall not award punitive damages. The prevailing party in such arbitration shall be awarded its reasonable attorneys' fees and costs. THE ARBITRAL TRIBUNAL AWARD SHALL BE FINAL AND BINDING, SHALL BE THE SOLE AND EXCLUSIVE REMEDY REGARDING ANY AND ALL CLAIMS AND COUNTERCLAIMS PRESENTED, AND MAY NOT BE REVIEWED BY OR APPEALED TO ANY COURT EXCEPT FOR ENFORCEMENT. NO CLAIMS, REGARDLESS OF FORM, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THESE T&Cs, THE PRODUCTS OR SERVICES FURNISHED BY ROBERTSON, MAY BE BROUGHT BY BUYER MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED OR PERFORMANCE UNDER THESE T&Cs HAS BEEN COMPLETED OR TERMINATED, WHICHEVER IS EARLIER.

21. WHOLE AGREEMENT; AMENDMENT. These T&Cs (together with any applicable ROBERTSON quotation incorporated by reference herein) are the final, complete, and exclusive statement of the agreement between ROBERTSON and the Buyer regarding the subject matter hereof, and supersede all previous and contemporaneous understandings or agreements regarding the same subject matter. These T&Cs may be amended or modified only in a writing signed by authorized representatives of both parties.

22. INTERPRETATION. All section titles in these T&Cs are intended only for convenience and shall not affect its construction.

23. SEVERABILITY; WAIVER. In the event that one or more provisions of these T&Cs is held to be unenforceable, the remaining provisions apply in full and the invalid or unenforceable provision will be replaced by a provision which lawfully enforces the parties' intention underlying the invalid or unenforceable provision. The waiver by ROBERTSON of a breach of any provision of these T&Cs by the Buyer must be in writing to be effective and will not operate or be interpreted as a waiver of any other or subsequent breach.

24. INDEPENDENT CONTRACTOR. It is mutually understood and agreed by ROBERTSON and Buyer that ROBERTSON is at all times acting and performing as an independent contractor for the Buyer.

25. COUNTERPARTS. Any instrument to be executed by ROBERTSON and Buyer may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.