

Dover Fueling Solutions
Terms and Conditions of Sale—Products & Services

NOTICE: Sale of any Products or Services is expressly conditioned on Buyer's assent to these Terms and Conditions of Sale. Any acceptance of Seller's offer is expressly limited to acceptance of these Terms and Conditions of Sale and Seller expressly objects to any additional or different terms proposed by Buyer. No facility entry form or purchase order will modify these Terms and Conditions of Sale even if signed by Seller's representative. Any Purchase Order to perform work and Seller's performance of work will constitute Buyer's assent to these Terms and Conditions of Sale. Unless otherwise specified in the quotation, Seller's quotation will expire 30 days from its date and may be modified or withdrawn by Seller before receipt of Buyer's conforming acceptance. Moreover, these Terms prevail over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer has submitted its Purchase Order or such terms. Fulfillment of Buyer's order does not constitute Seller's acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms and Conditions of Sale.

1. Definitions

"Buyer" means the entity to which Seller is providing Products or Services under the Contract.

"Contract" means either the contract agreement signed by both parties, order form, or the Purchase Order signed by Buyer and accepted by Seller in writing, for the sale of Products or Services, together with these Terms and Conditions of Sale, Seller's final quotation, the agreed scope(s) of work, and Seller's order acknowledgement. Unless expressly provided herein, or otherwise in a written agreement executed by an authorized officer of Seller, these Terms and Conditions of Sale will take precedence over any other documents included in the Contract.

"Contract Price" means the agreed price stated in the Contract for the sale of Products and Services, including adjustments (if any) in accordance with the Contract.

"End User License Addendum" means, at any time, the most current version of Seller's end user license addendum, which can be found at <https://www.doverfuelingsolutions.com/terms>, as may be modified by Seller from time to time in its sole discretion.

"Hazardous Materials" means any toxic or hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, radioactive material, petroleum or petroleum-derived products or by-products, or any other chemical, substance, material or emission, that is regulated, listed or controlled pursuant to any national, state, provincial, or local law, statute, ordinance, directive, regulation or other legal requirement of the United States ("U.S.") or the country of the Site.

"Insolvent/Bankrupt" means that a party is insolvent, makes an assignment for the benefit of its creditors, has a receiver or trustee appointed for it or any of its assets, or files or has filed against it a proceeding under any bankruptcy, insolvency dissolution or liquidation laws.

"Ongoing Services" means Services subscribed to and performed over an agreed period of time as set forth in a separate maintenance contract, Purchase Order or statement of work. For the avoidance of doubt, Ongoing Service does not include basic commissioning or warranty services included with the list price of products.

"Products" means the equipment, parts, materials, supplies, Software, and other goods Seller has agreed to supply to Buyer under the Contract.

"Purchase Order" means a written order for Products or Services issued by the Buyer pursuant to these Terms and Conditions of Sale.

"Seller" means the entity providing Products or performing Services under the Contract.

"Service Applications and Tools" means any services and/or applications created by Seller and used by Buyer to help with the associated Services to install, maintain and repair the Products.

"Services" means the services Seller has agreed to perform for Buyer under the Contract.

"Services Addendum" means, at any time, the most current version of Seller's services addendum, which can be found at <https://www.doverfuelingsolutions.com/terms>, as may be modified by Seller from time to time in its sole discretion.

"Site" means the premises where Products are used or Services are performed, not including Seller's premises from which it performs Services.

“Software” means any computer software, Service Applications and Tools and software security devices provided directly or indirectly by Seller under the Contract and the End User License Addendum, whether Software is provided separately or has been incorporated into a Product.

“Terms and Conditions of Sale” means these Terms and Conditions of Sale – Products and Services including any relevant addenda pursuant to Article 17, together with any modifications or additional provisions specifically stated in Seller’s final quotation or expressly agreed upon by Seller in writing.

“Terms of Use” means, at any time, the most current version of Seller’s terms of use for any online platform, including but not limited to Service Applications and Tools, provided by Seller, which can be found at <https://www.doverfuelingsolutions.com/terms>, as may be modified by Seller from time to time in its sole discretion.

2. Payment

- 2.1 Buyer shall pay Seller for the Products and Services by paying all invoiced amounts in U.S. dollars, without set-off for any payment from Seller not due under this Contract, within 30 days from the invoice date. For each calendar month, or fraction thereof, that payment is late; Buyer shall pay a late payment charge computed at the rate of 1.5% per month on the overdue balance, or the maximum rate permitted by law, whichever is less.
- 2.2 If and as requested by Seller, Buyer shall at its expense establish and keep in force payment security in the form of an irrevocable, unconditional, sight letter of credit or bank guarantee allowing for pro-rata payments as Products are shipped and Services are performed, plus payment of cancellation and termination charges, and all other amounts due from Buyer under the Contract (“Payment Security”). The Payment Security must be (a) in a form, and issued or confirmed by a bank acceptable to Seller, (b) payable at the counters of such acceptable bank or negotiating bank, (c) opened at least 60 days prior to both the earliest scheduled shipment of Products and commencement of Services, and (d) remain in effect until the latest of 90 days after the last scheduled Product shipment, completion of all Services and Seller’s receipt of the final payment required under the Contract. Buyer shall, at its expense, increase the amount(s), extend the validity period(s) and make other appropriate modifications to any Payment Security within ten days of Seller’s notification that such adjustment is necessary in connection with Buyer’s obligations under the Contract.
- 2.3 Seller is not required to commence or continue its performance unless and until any required Payment Security is received, operative and in effect and all applicable payments have been received. If at any time Seller reasonably determines that Buyer’s financial condition or payment history does not justify continuation of Seller’s performance, Seller will be entitled to require full or partial payment in advance or otherwise restructure payments, request additional forms of Payment Security, suspend its performance or terminate the Contract.

3. Taxes and Duties

Seller shall be responsible for all corporate taxes measured by net income due to performance of or payment for work under this Contract (“Seller Taxes”). Buyer shall be responsible for all taxes, duties, fees, or other charges of any nature (including, but not limited to, consumption, gross receipts, import, property, sales, stamp, turnover, use, or value-added taxes, and all items of withholding, deficiency, penalty, addition to tax, interest, or assessment related thereto, imposed by any governmental authority on Buyer or Seller or its subcontractors) in relation to the Contract or the performance of or payment for work under the Contract other than Seller Taxes (“Buyer Taxes”). The Contract Price does not include the amount of any Buyer Taxes. If Buyer deducts or withholds Buyer Taxes, Buyer shall pay additional amounts so that Seller receives the full Contract Price without reduction for Buyer Taxes. Buyer shall provide to Seller, within one month of payment, official receipts from the applicable governmental authority for deducted or withheld taxes.

4. Deliveries; Title Transfer; Risk of Loss; Storage

- 4.1 For shipments that do not involve export, including shipments from one European Union (“EU”) country to another EU country, Seller shall deliver Products to Buyer FCA Seller’s facility or

warehouse (Incoterms 2010). For export shipments, Seller shall deliver Products to Buyer FCA Port of Export (Incoterms 2010). Buyer shall pay all delivery costs and charges or pay Seller's standard shipping charges plus up to 25%. Partial deliveries are permitted. Seller may deliver Products in advance of the delivery schedule. Delivery times are approximate and are dependent upon prompt receipt by Seller of all information necessary to proceed with the work without interruption. If Products delivered do not correspond in quantity, type or price to those itemized in the shipping invoice or documentation, Buyer shall so notify Seller within ten days after receipt.

- 4.2 Except for shipments that involve export from the U.S., title to Products will pass to Buyer upon delivery in accordance with Section 4.1. For shipments being exported from the U.S., title to Products will pass to Buyer at the port of export immediately after Products have been cleared for export. When Buyer arranges the export or intercommunity shipment, Buyer will provide Seller evidence of exportation or intercommunity shipment acceptable to the relevant tax and custom authorities. Notwithstanding the foregoing, Seller grants only a license, and does not pass title, for any Software provided by Seller under this Contract, and title to any leased equipment remains with Seller.
- 4.3 Risk of loss will pass to Buyer upon delivery pursuant to Section 4.1, except that for export shipments from the U.S., risk of loss will transfer to Buyer upon title passage.
- 4.4 If any Products to be delivered under this Contract or if any Buyer equipment repaired at Seller's facilities cannot be shipped to or received by Buyer when ready due to any cause attributable to Buyer or its other contractors, Seller may ship the Products and equipment to a storage facility, including storage at the place of manufacture or repair, or to an agreed freight forwarder. If Seller places Products or equipment into storage, the following apply: (a) title and risk of loss immediately pass to Buyer, if they have not already passed, and delivery will be deemed to have occurred; (b) any amounts otherwise payable to Seller upon delivery or shipment will be due; (c) all expenses and charges incurred by Seller related to the storage will be payable by Buyer upon submission of Seller's invoices; and (d) when conditions permit and upon payment of all amounts due, Seller shall make Products and repaired equipment available to Buyer for delivery.
- 4.5 If repair Services are to be performed on Buyer's equipment at Seller's facility, Buyer shall be responsible for, and shall retain risk of loss of, such equipment at all times, except that Seller shall be responsible for damage to the equipment while at Seller's facility to the extent such damage is caused by Seller's negligence.

5. Warranty

- 5.1 Seller warrants that Products shall be delivered free from defects in material, workmanship, and title and that Services shall be performed in a competent, diligent manner in accordance with any mutually agreed specifications.
- 5.2 Unless otherwise stated in materials accompanying the Products or in other warranty documentation provided by Seller, the warranty for Products will expire on the earlier of (a) one year from first use; (b) 18 months from delivery; or (c) the relocation of Products to a different Site after first use, except that Software is warranted for 90 days from delivery. The warranty for Services will expire one year after the Services have been performed, except that Software-related Services are warranted for 90 days.
- 5.3 If Products or Services do not meet the above warranties, Buyer shall promptly notify Seller in writing prior to expiration of the warranty period. Seller shall, at its option (a) repair or replace defective Products; and (b) re-perform defective Services. If despite Seller's reasonable efforts, a non-conforming Product cannot be repaired or replaced, or non-conforming Services cannot be re-performed, Seller shall refund or credit monies paid by Buyer for such non-conforming Products and Services. Warranty repair, replacement or re-performance by Seller will not extend or renew the applicable warranty period. Buyer shall obtain Seller's agreement on the specifications of any tests it plans to conduct to determine whether a non-conformance exists.
- 5.4 Buyer shall bear the costs of access for Seller's remedial warranty efforts (including removal and replacement of systems, structures or other parts of Buyer's facility), de installation, decontamination, re installation and transportation of defective Products to Seller and back to Buyer.

- 5.5 The warranties and remedies set forth herein are expressly conditioned upon (a) proper storage, installation, use, operation, and maintenance of Products; (b) Buyer's keeping complete, accurate records of operation and maintenance during the warranty period and providing Seller access to those records; and (c) modification or repair of Products or Services only as authorized by Seller in writing. Failure to meet any such condition renders the warranty null and void. Seller is not responsible for normal wear and tear.
- 5.6 Notwithstanding the preceding provisions of this Article 5, in the event Seller provides Products to Buyer at no charge, including free accounts, trial use, and access to Beta Versions (as defined below) ("No-Charge Products"), Buyer's use of No-Charge Products is subject to any additional terms that Seller may specify. Buyer's use of No-Charge Products is only permitted for the period designated by Seller. Buyer agrees not use No-Charge Products for competitive analysis or similar purposes. Seller may terminate Buyer's right to use No-Charge Products at any time and for any reason in Seller's sole discretion, without creating any obligation to Buyer. Buyer understands that any pre-release and beta products made available by Seller ("Beta Versions") are still under development, may be inoperable or incomplete and are likely to contain more errors and bugs than generally available Products. Seller makes no promises that any Beta Versions will ever be made generally available. In some circumstances, Seller may charge a fee in order to allow you to access Beta Versions, but the Beta Versions will still remain subject to this Section 5.6. All information regarding the characteristics, features or performance of Beta Versions constitutes Seller's Confidential Information. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SELLER DISCLAIMS ALL OBLIGATIONS OR LIABILITIES WITH RESPECT TO NO-CHARGE PRODUCTS, INCLUDING ANY SUPPORT AND MAINTENANCE, WARRANTY, AND INDEMNITY OBLIGATIONS.
- 5.7 This Article 5 provides the exclusive remedies for all claims based on a failure of or defect in Products or Services, regardless of when such failure or defect arises, and whether a claim, however described, is based on contract, warranty, indemnity, tort/extra-contractual liability (including negligence), strict liability or otherwise. The warranties provided in this Article 5 are exclusive and are in lieu of all other warranties, conditions and guarantees, whether written, oral, implied or statutory. NO IMPLIED OR STATUTORY WARRANTY, OR WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES.

6. Confidentiality

- 6.1 Seller and Buyer (as to information disclosed, the "Disclosing Party") may each provide the other party (as to information received, the "Receiving Party") with Confidential Information in connection with this Contract. "Confidential Information" means (a) information that is designated in writing as "confidential" or "proprietary" by Disclosing Party at the time of written disclosure, and (b) information that is orally designated as "confidential" or "proprietary" by Disclosing Party at the time of oral or visual disclosure and is confirmed to be "confidential" or "proprietary" in writing within 20 days after the oral or visual disclosure. "Confidential Information" of Seller also includes information defined as "Proprietary Information" in the End User License Addendum. In addition, prices for Products and Services will be considered Seller's Confidential Information.
- 6.2 Receiving Party agrees: (a) to use the Confidential Information only in connection with the Contract and associated Products and Services; (b) to take reasonable measures to prevent disclosure of the Confidential Information to third parties; and (c) not to disclose the Confidential Information to a competitor or any party affiliated with a competitor of Disclosing Party. The reasonable measures that Receiving Party shall take to prevent disclosure of the Confidential Information include the same security measures and degree of care that Receiving Party applies to its own confidential information, which Receiving Party warrants as providing adequate protection from unauthorized disclosure, copying or use.
- 6.3 Notwithstanding the restrictions set forth in 6.2, (a) Seller may disclose certain Confidential Information to its representatives, affiliates, and subcontractors in connection with performance of the Contract; (b) a Receiving Party may disclose Confidential Information to its auditors; (c) Buyer may disclose certain Confidential Information to lenders as necessary for Buyer to secure or retain

financing needed to perform its obligations under the Contract; and (d) a Receiving Party may disclose Confidential Information to any other third party with the prior written permission of Disclosing Party, and in each case, only so long as the Receiving Party obtains a non-disclosure commitment from any such subcontractors, auditors, lenders or other permitted third party that prohibits disclosure of the Confidential Information and provided further that the Receiving Party remains responsible for any unauthorized use or disclosure of the Confidential Information. Receiving Party shall upon request return to Disclosing Party or destroy all copies of Confidential Information except to the extent that a specific provision of the Contract entitles Receiving Party to retain an item of Confidential Information. Seller may also retain one archive copy of Buyer's Confidential Information.

- 6.4 The obligations under this Article 6 will not apply to any portion of the Confidential Information that: (a) is or becomes generally available to the public other than as a result of disclosure by Receiving Party, its representatives or its affiliates; (b) is or becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party when the source is not, to the best of Receiving Party's knowledge, subject to a confidentiality obligation to Disclosing Party; (c) is independently developed by Receiving Party, its representatives or affiliates, without reference to or use of the Confidential Information; (d) is required to be disclosed by law or court order provided that the Receiving Party promptly notifies the Disclosing Party in advance of such disclosure and reasonably cooperates in attempts to maintain the confidentiality of the Confidential Information.
- 6.5 Each Disclosing Party warrants that it has the right to disclose the Confidential Information that it discloses. Neither Buyer nor Seller will be permitted to make any public announcement about the Contract without prior written approval of the other party. As to any individual item of Confidential Information, the restrictions under this Article 6 shall expire five years after the date of disclosure, except with respect to information designated as a trade secret of the Disclosing Party, in which case the obligation will not expire unless and until such Confidential Information becomes part of the public domain or subject to an exception as set forth in section 6.4, through no act or omission of the Receiving Party. Nothing in this section is intended or will be construed to supersede any separate confidentiality or nondisclosure agreement signed by the parties.

7. Intellectual Property

- 7.1 Seller shall defend and indemnify Buyer against any claim by a non-affiliated third party (a "Claim") alleging that Products or Services furnished under this Contract infringe a patent in effect in the U.S., an EU member state or the country of the Site (provided there is a corresponding patent issued by the U.S. or an EU member state), or any copyright or trademark registered in the country of the Site, provided that Buyer (a) promptly notifies Seller in writing of the Claim; (b) makes no admission of liability and does not take any position adverse to Seller; (c) gives Seller sole authority to control defense and settlement of the Claim; and (d) provides Seller with full disclosure and reasonable assistance as required to defend the Claim.
- 7.2 Section 7.1 will not apply and Seller will have no obligation or liability with respect to any Claim based upon (a) Products or Services that have been modified, or revised, (b) the combination of any Products or Services with other products or services when such combination is a basis of the alleged infringement, (c) failure of Buyer to implement any update provided by Seller that would have prevented the Claim, (d) unauthorized use of Products or Services, or (e) Products or Services made or performed to Buyer's specifications.
- 7.3 Should a Product or Service, or any portion thereof, become the subject of a Claim, Seller may at its option (a) procure for Buyer the right to continue using the Product or Service, or applicable portion thereof; (b) modify or replace it in whole or in part to make it non-infringing; or (c) failing (a) or (b), take back infringing Products or Services and refund the price received by Seller attributable to the infringing Products or Services.
- 7.4 Article 7 states Seller's exclusive liability for intellectual-property infringement by Products or Services.
- 7.5 Each party will retain ownership of all Confidential Information and intellectual property it had prior to the Contract. Any new intellectual property conceived or created by Seller in the performance of this

Contract, whether alone or with any contribution from Buyer, will be owned exclusively by Seller, and Buyer agrees to cooperate as necessary to achieve that result.

- 7.6 Buyer hereby agrees that any logos, trademarks and livery designs requested to be placed on Products by Seller are legally-owned or licensed to Buyer and that Seller and its affiliates are not responsible for any liabilities arising from our reproduction of such logos, trademark or designs supplied by Buyer.

8. Indemnity

Each of Buyer and Seller (as an “Indemnifying Party”) shall indemnify the other party (as an “Indemnified Party”) from and against claims brought by a third party on account of personal injury or damage to the third party’s tangible property, to the extent caused by negligent or intentional acts or omissions of the Indemnifying Party in connection with this Contract. In the event the injury or damage is caused by joint or concurrent negligence of Buyer and Seller, the loss shall be borne by each party in proportion to its degree of negligence. For purposes of Seller’s indemnity obligation, no part of the Products or Site is considered third party property.

9. Insurance

During the term of the Contract, Seller shall maintain for its protection the following insurance coverage: (a) Worker’s Compensation, Employer’s Liability and other statutory insurance required by law with respect to work related injuries or disease of employees of Seller in such form(s) and amount(s) as required by applicable laws; (b) Automobile Liability insurance with a combined single limit of \$2,500,000.00; and (c) Commercial General Liability or Public Liability insurance for bodily injury and property damage with a combined single limit of \$2,500,000.00. If required in the Contract, Seller shall provide a certificate of insurance reflecting such coverage.

10. Excusable Events

Seller will not be liable or considered in breach of its obligations under this Contract to the extent that Seller’s performance is delayed or prevented, directly or indirectly, by any cause beyond its reasonable control, or by armed conflict, acts or threats of terrorism, epidemics, strikes or other labor disturbances, or acts or omissions of any governmental authority or of the Buyer or Buyer’s contractors or suppliers. If an excusable event occurs, the schedule for Seller’s performance will be extended by the amount of time lost by reason of the event plus such additional time as may be needed to overcome the effect of the event. If acts or omissions of the Buyer or its contractors cause the delay, Seller will also be entitled to an equitable price adjustment.

11. Termination and Suspension

- 11.1 Buyer may terminate the Contract (or the portion affected) for cause if Seller (a) becomes Insolvent/Bankrupt; or (b) commits a material breach of the Contract that does not otherwise have a specified contractual remedy, provided that (i) Buyer first provides Seller with detailed written notice of the breach and of Buyer’s intention to terminate the Contract; and (ii) Seller then fails, within 30 days after receipt of the notice, to commence and diligently pursue cure of the breach.
- 11.2 If Buyer terminates the Contract pursuant to Section 11.1, (a) Seller shall reimburse Buyer the difference between that portion of the Contract Price allocable to the terminated scope and the actual amounts reasonably incurred by Buyer to complete that scope; and (b) Buyer shall pay to Seller (i) the portion of the Contract Price allocable to Products completed; (ii) lease fees incurred; and (iii) amounts for Services performed before the effective date of termination. The amount due for Services will be determined in accordance with the milestone schedule (for completed milestones) and rates set forth in the Contract (for work toward milestones not yet achieved and where there is no milestone schedule), as applicable or, where there are no milestones and/or rates in the Contract, at Seller’s then-current standard time and material rates.
- 11.3 Seller may suspend or terminate the Contract (or any affected portion thereof) immediately for cause if Buyer (a) becomes Insolvent/Bankrupt; or (b) materially breaches the Contract, including but not

limited to failure or delay in Buyer's providing Payment Security, making any payment when due, or fulfilling any payment conditions.

- 11.4 Except as pursuant to the Contract, if the Contract (or any portion thereof) is terminated for any reason other than Seller's default under Section 11.1, Buyer shall pay Seller for all Products completed, lease fees incurred and Services performed before the effective date of termination, plus expenses reasonably incurred by Seller in connection with the termination. The amount due for Services will be at Seller's then-current standard time and material rates. In addition, Buyer shall pay Seller a cancellation charge equal to 80% of the Contract Price applicable to uncompleted made-to-order Products and 15% of the Contract Price applicable to all other uncompleted Products.
- 11.5 Either Buyer or Seller may terminate the Contract (or the portion affected) upon 20 days' advance notice if there is an excusable event (as described in Article 10) lasting longer than 120 days. In such case, Buyer shall pay to Seller amounts payable under Section 11.4, excluding the cancellation charge for uncompleted Products.
- 11.6 Buyer shall pay all reasonable expenses incurred by Seller in connection with a suspension, including, but not limited to, expenses for repossession, fee collection, demobilization/remobilization, and costs of storage during suspension. The schedule for Seller's obligations will be extended for a period of time reasonably necessary to overcome the effects of any suspension.

12. Compliance with Laws, Codes, and Standards

- 12.1 Seller shall comply with laws applicable to the manufacture of Products and its performance of Services. Buyer shall comply with laws applicable to the application, operation, use and disposal of the Products and Services.
- 12.2 Seller's obligations are conditioned upon Buyer's compliance with all U.S. and other applicable trade control and export laws and regulations, including the U.S. Foreign Corrupt Practices Act and all other applicable laws and regulations prohibiting corrupt practices or relating to trade and export control (including "deemed export" and "deemed re-export" regulations). Buyer shall not trans-ship, re-export, divert or direct Products other than in and to the ultimate country of destination declared by Buyer and specified as the country of ultimate destination on Seller's invoice. Buyer shall not use any data, information, program and/or materials resulting from or provided with the Services or pursuant to any Contract for any purpose prohibited by such laws, including in connection with the proliferation of nuclear, chemical, or biological weapons, or development of missile technology.
- 12.3 Notwithstanding any other provision, Buyer shall timely obtain, effectuate and maintain in force any required permit, license, exemption, filing, registration and other authorization, including, but not limited to, building and environmental permits, import licenses, environmental impact assessments, and foreign exchange authorizations, required for the lawful performance of Services at the Site or fulfillment of Buyer's obligations, except that Seller shall obtain any license or registration necessary for Seller to generally conduct business and visas or work permits, if any, necessary for Seller's personnel. Buyer shall provide reasonable assistance to Seller in obtaining such visas and work permits.

13. Environmental, Health, and Safety Matters

- 13.1 Buyer shall maintain safe working conditions at the Site, including, without limitation, implementing appropriate procedures regarding Hazardous Materials, confined space entry, and energization and de-energization of power systems (electrical, mechanical and hydraulic) using safe and effective lock-out/tag-out ("LOTO") procedures including physical LOTO or a mutually agreed upon alternative method.
- 13.2 Buyer shall timely advise Seller in writing of all applicable Site-specific health, safety, security and environmental requirements and procedures. Without limiting Buyer's responsibilities under Article 13, Seller has the right but not the obligation to, from time to time, review and inspect applicable health, safety, security and environmental documentation, procedures and conditions at the Site.
- 13.3 If, in Seller's reasonable opinion, the health, safety, or security of personnel or the Site is, or is apt to be, imperiled by security risks, terrorist acts or threats, the presence of or threat of exposure to Hazardous Materials, or unsafe working conditions, Seller may, in addition to other rights or

- remedies available to it, evacuate some or all of its personnel from Site, suspend performance of all or any part of the Contract, or remotely perform or supervise work. Any such occurrence will be considered an excusable event. Buyer shall reasonably assist in any such evacuation.
- 13.4 Operation of Buyer's equipment is the responsibility of Buyer. Buyer shall not require or permit Seller's personnel to operate Buyer's equipment at Site.
- 13.5 Buyer will make its Site medical facilities and resources available to Seller personnel who need medical attention.
- 13.6 Seller has no responsibility or liability for the pre-existing condition of Buyer's equipment or the Site. Prior to Seller's starting any work at Site, Buyer will provide documentation that identifies the presence and condition of any Hazardous Materials existing in or about Buyer's equipment or the Site that Seller may encounter while performing under this Contract. Buyer shall disclose to Seller industrial hygiene and environmental monitoring data regarding conditions that may affect Seller's work or personnel at the Site. Buyer shall keep Seller informed of changes in any such conditions.
- 13.7 Seller shall notify Buyer if Seller becomes aware of: (a) conditions at the Site differing materially from those disclosed by Buyer, or (b) previously unknown physical conditions at Site differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. If any such conditions cause an increase in Seller's cost of, or the time required for, performance of any part of the work under the Contract, an equitable adjustment in price and schedule will be made.
- 13.8 If Seller encounters Hazardous Materials in Buyer's equipment or at the Site that require special handling or disposal, Seller is not obligated to continue work affected by the hazardous conditions. In such an event, Buyer shall eliminate the hazardous conditions in accordance with applicable laws and regulations so that Seller's work under the Contract may safely proceed, and Seller will be entitled to an equitable adjustment of the price and schedule to compensate for any increase in Seller's cost of, or time required for, performance of any part of the work. Buyer shall properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of Seller's work at the Site.
- 13.9 Buyer shall indemnify Seller for any and all claims, damages, losses, and expenses arising out of or relating to any Hazardous Materials which are or were (a) present in or about Buyer's equipment or the Site prior to the commencement of Seller's work; (b) improperly handled or disposed of by Buyer or Buyer's employees, agents, contractors or subcontractors; or (c) brought, generated, produced or released on Site by parties other than Seller.
- 13.10 The Buyer shall be responsible for each Site's compliance with NFPA-30A, EN 13617 (or any successor standard) and all applicable building and safety codes and taking appropriate safety measures in accordance with industry best practices. It is the responsibility of the Buyer to operate Site locations safely at all times. Seller shall not be responsible for the design or installation of safety measures not included as a component of the Products; including, without limitation, bollards and traffic control structures, emergency stop buttons, shear or impact valves, other fire suppression devices or the inadequacy and/or failure of environmental risk mitigation measures. Except where installed in the factory, Seller shall not be responsible for hanging hardware, filters or other component parts of the system not supplied by Seller.

14. Limitations of Liability

- 14.1 The total liability of Seller for all claims of any kind arising from or related to the formation, performance or breach of this Contract, or any Products or Services, will not exceed the (a) Contract Price; or (b) if Buyer places multiple Purchase Order(s) under the Contract, the price of each particular Purchase Order for all claims arising from or related to that Purchase Order and US \$10,000 for all claims not arising from a particular Purchase Order.
- 14.2 Seller will not be liable for loss of profit or revenues, loss of use of equipment or systems, interruption of business, environmental damages, cost of capital, downtime costs, increased operating costs, any special, consequential, incidental, indirect, or punitive damages, or claims of Buyer's customers for any of the foregoing types of damages.

- 14.3 All Seller liability will end upon expiration of the applicable warranty period, provided that Buyer may continue to enforce a claim for which it has given notice prior to that date by commencing an action or arbitration, as applicable under this Contract, before expiration of any statute of limitations or other legal time limitation but in no event later than one year after expiration of such warranty period.
- 14.4 Seller will not be liable for advice or assistance that is not required for the work scope under this Contract.
- 14.5 If Buyer is supplying Products or Services to a third party, or using Products or Services at a facility owned by a third party, Buyer shall either (a) indemnify and defend Seller from and against any and all claims by, and liability to, any such third party in excess of the limitations set forth in this Article 14; or (b) require that the third party agree, for the benefit of and enforceable by Seller, to be bound by all the limitations included in this Article 14.
- 14.6 For purposes of this Article 14, the term “Seller” means Seller, its affiliates, subcontractors, and suppliers of any tier, and their respective employees. The limitations in this Article 14 will apply regardless of whether a claim is based in contract, warranty, indemnity, tort/extra-contractual liability (including negligence), strict liability or otherwise, and will prevail over any conflicting terms, except to the extent that such terms further restrict Seller’s liability.

15. Governing Law and Dispute Resolution

- 15.1 This Contract will be governed by and construed in accordance with the laws of (a) the State of Texas if Buyer’s place of business is in the U.S., Canada or Mexico; or (b) England and Wales if the Buyer’s place of business is outside the U.S., Canada or Mexico in either case without giving effect to any choice of law rules that would cause the application of laws of any other jurisdiction (the “Governing Law”). If the Contract includes the sale of Products and the Buyer is outside the Seller’s country, the United Nations Convention on Contracts for the International Sale of Goods will apply.
- 15.2 All disputes arising in connection with this Contract, including any question regarding its existence or validity, shall be resolved in accordance with this Article 15. If a dispute is not resolved by negotiations, either party may, by giving written notice, refer the dispute to a meeting of appropriate higher management, to be held within 20 business days after the giving of notice. If the dispute is not resolved within 30 business days after the giving of notice, or such later date as may be mutually agreed, either party may commence arbitration or court proceedings, depending upon the location of the Buyer, in accordance with the following: (a) if Buyer’s pertinent place of business is in the U.S., Canada or Mexico legal action may be commenced either in federal court with jurisdiction applicable to, or state court located in, either Travis County, Texas or (b) if Buyer’s pertinent place of business is outside the U.S., Canada or Mexico the dispute shall be submitted to and finally resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce (“ICC”). The parties shall select a single arbitrator in accordance with the ICC rules, unless the amount in dispute exceeds the equivalent of U.S. \$5,000,000, in which event the dispute will be adjudicated by three arbitrators. In such cases, each party shall appoint one arbitrator, and those two shall appoint the third within 30 days, with the third’s being deemed the Chair. The seat, or legal place of arbitration, will be London, England, and the arbitration will be conducted in English. In reaching their decision, the arbitrators shall give full force and effect to the intent of the parties as expressed in the Contract, and if a solution is not found in the Contract, shall apply the governing law of the Contract. The decision of the arbitrator(s) will be final and binding upon both parties, and neither party shall seek recourse to a law court or other authority to appeal for revisions of the decision.
- 15.3 Notwithstanding the foregoing, each party will have the right at any time, at its option and where legally available, to immediately commence an action or proceeding in a court of competent jurisdiction, subject to the terms of this Contract, to seek a restraining order, injunction, or similar order to enforce the confidentiality provisions set forth in Article 6 or to seek interim or conservatory measures. Monetary damages will be available only in accordance with Section 15.2.

16. Inspection and Factory Tests

Seller shall apply its normal quality-control procedures in manufacturing Products. Seller shall attempt to accommodate requests by Buyer to witness Seller's factory tests of Products, subject to appropriate access restrictions, if such witnessing can be arranged without delaying the work.

17. Terms of Software and Services

- 17.1 If Seller provides any Software to Buyer, the End User License Addendum will apply. To the extent the Seller provides any Ongoing Services to Buyer, those Ongoing Services are provided subject to the terms and conditions set forth in the Services Addendum and/or any applicable Terms of Use. Any training services provided from Seller to Buyer's personnel shall be governed by the terms and conditions of a training agreement or the Terms of Use for the applicable learning management system. If there is any conflict between these Terms and Conditions of Sale and the terms of any addendum incorporated pursuant to this Article 17, the addenda will take precedence with respect to the applicable scope.
- 17.2 The Software provided by Seller may contain or be delivered with certain third party software ("Third Party Software"). Seller shall have only such rights and/or licenses, if any, to use the Third Party Software as are set forth by the provider of the Third Party Software. Buyer will have no obligation whatsoever under this Agreement or any of the addenda to support or maintain any such Third Party Software. Buyer will not have any liability under this Agreement or any of the addenda, regardless of the nature of the claim or the alleged damages, for any claim arising from or related to Licensee's use or distribution of the Third Party Software. Seller disclaims any and all representations and warranties, express, implied or statutory, with respect to any and all such Third Party Software, including without limitation, any warranties of merchantability, fitness for a particular purpose, system integration, data accuracy, title, non-infringement, quiet enjoyment, and/or non-interference. Each of the parties acknowledges and agrees that the foregoing disclaimers, limitations and exclusions of liability form an essential basis of the bargain between the parties, and that, absent such disclaimers, limitations and exclusions, the terms of this Agreement, including, without limitation, any economic terms, would be substantially different.

18. General Clauses

- 18.1 Seller may assign or novate its rights and obligations under the Contract, in whole or in part, to any of its affiliates or may assign any of its accounts receivable under this Contract to any party without Buyer's consent. Buyer agrees to execute any documents that may be necessary to complete Seller's assignment or novation. Seller may subcontract portions of the work, so long as Seller remains responsible for it. The delegation or assignment by Buyer of any or all of its rights or obligations under the Contract without Seller's prior written consent (which consent shall not be unreasonably withheld) will be void.
- 18.2 Buyer shall notify Seller immediately upon any change in ownership of more than 50% of Buyer's voting rights or of any controlling interest in Buyer. If Buyer fails to do so or Seller objects to the change, Seller may (a) terminate the Contract, (b) require Buyer to provide adequate assurance of performance (including but not limited to payment), and/or (c) put in place special controls regarding Seller's Confidential Information.
- 18.3 If any Contract provision is found to be void or unenforceable, the remainder of the Contract will not be affected. The parties will endeavor to replace any such void or unenforceable provision with a new provision that achieves substantially the same practical and economic effect and is valid and enforceable.
- 18.4 The following Articles will survive termination or cancellation of the Contract: 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 15, 17, 18, and 19.
- 18.5 The Contract represents the entire agreement between the parties. No oral or written representation or warranty not contained in this Contract will be binding on either party. Buyer's and Seller's rights, remedies and obligations arising from or related to Products and Services sold under this Contract are limited to the rights, remedies and obligations stated in this Contract. No modification, amendment, rescission or waiver will be binding on either party unless agreed in writing.

- 18.6 Except as provided in Article 14 (Limitations of Liability), this Contract is only for the benefit of the parties, and no third party will have a right to enforce any provision of this Contract, whether under the English Contracts (Rights of Third Parties) Act of 1999 or otherwise.
- 18.7 This Contract may be signed in multiple counterparts that together will constitute one agreement. Seller may amend all or any part of these Terms, Service Contract(s) and/or Services. Any such modifications and/or amendments to these Terms will not apply retroactively (unless agreed separately by Customer) and shall become effective seven (7) days after publication, however, changes made for legal or regulatory reasons will be effective immediately upon publication. The modified and/or amended Terms and Conditions of Sale will be published on Seller's website at <https://www.doverfuelingsolutions.com/terms>. Buyer should review these Terms and Conditions of Sale regularly. Buyer's continued use and/or receipt of the Services following any such modification and/or amendment shall be deemed acknowledgment thereof and consent thereto.

19. U.S. Government Contracts

- 19.1 This Article 19 applies only if the Contract is for the direct or indirect sale to any agency of the U.S. government and/or is funded in whole or in part by any agency of the U.S. government.
- 19.2 Buyer agrees that all Products and Services provided by Seller meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial item" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101. To the extent the Buy American Act, Trade Agreements Act, or other domestic preference requirements are applicable to this Contract, the country of origin of Products is unknown unless otherwise specifically stated by Seller in this Contract. Buyer agrees any Services offered by Seller are exempt from the Service Contract Act of 1965 (FAR 52.222-41). Buyer represents and agrees that this Contract is not funded in whole or in part by American Recovery Reinvestment Act funds unless expressly stated in the Contract. The version of any applicable FAR clause listed in this Article 19 will be the one in effect on the effective date of this Contract.
- 19.3 If Buyer is an agency of the U.S. Government, then as permitted by FAR 12.302, Buyer agrees that all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these Terms and Conditions of Sale. Buyer further agrees that the subparagraphs of FAR 52.212-5 apply only to the extent applicable for sale of COTS or commercial items and as appropriate for the Contract Price.
- 19.4 If Buyer is procuring the Products or Services as a contractor or subcontractor at any tier, on behalf of any agency of the U.S. Government, then Buyer agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Contract Price.