

## ROXTEC SERVICES US, LLC.'S STANDARD TERMS & CONDITIONS SALE OF PRODUCTS AND SERVICES

(Revised 10-28-2016)

### 1. GENERAL

- 1.1 These general terms and conditions (the "Agreement" or "Terms") apply to all inquiries, quotations, offers and Work as defined below made by or to Roxtec Services US, LLC., or any parent, subsidiary, affiliate, contractor entity related to Roxtec Services US, LLC (collectively "Roxtec"), including orders placed by a customer (herein the "**Customer**"), and together with Roxtec the "**Parties**") for the sale or delivery of products, parts, services, training and repairs by Roxtec to Customer including but not limited to design, manufacturing, repair, training, maintenance, inspection, sale of products and supervision services (the "**Work**"). No terms of any Customer or any order shall be effective or binding on Roxtec other than these Terms, and Customer waives any right to rely on any other terms or conditions. Acceptance of any Work by Customer is an agreement by Customer to be bound by these Terms.
- 1.2 There are no other agreements, representations, or warranties other than those expressly provided for in this Agreement. Customer waives and releases any right to rely on any agreement or representations outside of the express terms of this Agreement.
- 1.3 These terms may not be modified except in a writing signed by Roxtec's duly authorized representative.
- 1.4 The parties agree that any additional and/or different terms conditions contained in any document or writing sent to Roxtec at any time are hereby expressly objected to and rejected.
- 1.5 Except as otherwise agreed to in a writing signed by Roxtec and Customer, any Work commenced by Roxtec shall be exclusively governed by these Terms and Customer hereby acknowledges Roxtec's reliance on Customer's agreement that these are the only Terms and conditions for any Work.
- 1.6 These Terms will supersede any terms or conditions of Customer, whether included in Customer's order, in pre-Terms negotiations or in any other document. Any description or specification contained in Roxtec Services' catalogues, samples, or other advertising is intended only to present a general description of the Services and will not constitute part of the Terms.

### 2. DELIVERY OF THE SERVICE AND PURCHASE ORDERS

- 2.1 Customer shall request the Services in writing by issuing a purchase order ("**Purchase Order**"). Roxtec shall perform Work under the Purchase Order but only subject to these Terms.
- 2.2 Each Purchase Order shall be subject to the conditions of the Terms. Except as otherwise expressly indicated in these Terms, in case of any inconsistencies between the Terms and any confirmed Purchase Order, the Terms shall prevail.
- 2.3 No Purchase Order shall be binding for Roxtec unless and until expressly accepted in writing by Roxtec.

### 3. EXCUSABLE DELAY AND CANCELLATION

- 3.1 Although Roxtec will make all reasonable commercial efforts to observe the dates indicated for delivery or other performance, Roxtec shall not be liable for delays in delivery or in performance or failure to manufacture or deliver due to any cause not within Roxtec's reasonable control or not avoidable by reasonable diligence.
- 3.2 Causes not within Roxtec's reasonable control include, but are not limited to strikes; slow-downs; lockouts; riots; war (declared or undeclared); acts of terrorists; fire; acts of God; accident; material disruption in the financial, labor, raw material, provisioning of utilities or credit markets; Customer caused delays; or compliance with any law, regulation or order, whether valid or invalid, of any government or agency, and whether or not the same are in place at the time of the placement of the order.
- 3.3 Roxtec's schedule for performance shall be deemed suspended during any such excusable delay and for a reasonable period of time thereafter and Customer shall accept performance hereunder. No liquidated damages or penalty of any kind shall be effective against Roxtec for excusable delays in performance. As used herein, "performance" shall include, without limitation, engineering, design, fabrication, shipment, delivery, assembly, installation, testing, training, repairs and warranty repair or replacement as applicable.
- 3.4 If any such delay(s) lasts for a period longer than ninety (90) days in the aggregate, then Customer may cancel this Agreement for convenience in writing and Customer shall compensate Roxtec for any costs incurred, products supplied, and services, training or Work performed, up to the time of cancellation.
- 3.5 Roxtec shall be entitled to replace personnel at its own discretion in the course of the performance of any Work under this Agreement.

### 4. ACCESS, PREPARATION OF THE SITE AND SECURITY

- 4.1 When access is needed to the actual site where Roxtec will perform Work (the "**Site**"), Customer shall grant Roxtec unlimited access to such premises, facilities, utilities and resources in the Site and also to documents and information reasonably required by Roxtec for the provision of the Work. Customer is responsible to provide all the necessary information (in English language) and to clearly communicate to the personnel appointed to perform the Work all safety rules and regulations necessary to perform safely the Services in the Site.
- 4.2 Customer is responsible for ensuring that the Site is ready for the Work.
- 4.3 In case special training is needed to obtain permission to access the Site or some specific parts of it (e.g. off shore safety training, firefighting training), Customer

shall provide such training free of charge to the personnel appointed for the Work.

- 4.4 Customer shall inform Roxtec within a reasonable time before any Work is set to start the kind of permissions, training and personal protection equipment that is required for personnel appointed to perform the Work to access the Site.
- 4.5 When necessary for the fulfillment of the Work, Customer shall make its best efforts to keep the frames, combinations of frames, modules, stay plates, wedges and round sealings installed in a Customer's site (the "**Transits**") and the openings clean from dust, paint or other obstacles that could interfere with the Work, and shall provide the necessary elements to perform the Work, such as ladders or scaffolding when necessary. Before any Work that includes inspection, supervision or maintenance, Customer shall provide a detailed list identifying each relevant Transit in the Site. The list shall attach the corresponding documentation (e.g. drawings), necessary for the localization and identification of the Transits in the Site. Roxtec is not liable or responsible for the condition or inspection of any Transit, or any product, or any condition, that is not on the list, and not identified on the Purchase Order as part of the Work.
- 4.6 Should Customer fail to meet or be delayed in meeting its obligations under this Section 4, then (i) Customer shall reimburse Roxtec for any costs and expenses incurred by reason of such failure or delay and (ii) Roxtec shall have the right to postpone the fulfillment of any obligations affected by such failure or delay for a reasonable period.
- 4.7 Roxtec reserves the right to suspend at any time the performance of the Work at Customer's Site where, in its sole opinion, any condition at the Site potentially or actually represents a hazard to the safety or health of the personnel appointed to perform the Work and/or of any Roxtec employee.
- 4.8 CUSTOMER SHALL BE LIABLE FOR AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS (INCLUDING FOR REASONABLE ATTORNEY AND EXPERT FEES AND EXPENSES) ROXTEC IN RESPECT OF ANY AND ALL CLAIMS, LOSSES, COSTS, CAUSES OF ACTION DAMAGES AND EXPENSES RELATED TO PERSONAL INJURY (INCLUDING DEATH OR DISEASE) OR PROPERTY DAMAGE ARISING FROM OR RELATED TO CONDITIONS ON THE SITE.

### 5. PROJECT MANAGEMENT

- 5.1 Each Party shall appoint a contact person for the Work (hereinafter the "**Contact Person**"). The Contact Person of Customer may be specified on the Purchase Order for each Service.
- 5.2 Consultation regarding the corresponding Work shall occur regularly through contacts between the Contact Persons of the Parties.
- 5.3 Customer's Contact Person for the Work shall:
  - (a) be available during the period of the Services;
  - (b) be responsible for the performance and the timely resolution of any technical, administrative and commercial issues which may arise from time to time during the performance of the Work, including access to the premises and installations of the Site;
  - (c) assist in the performance of the Work and/or coordinate the work of the personnel performing the Work; and
  - (d) have authority to make day to day decisions on Site during the performance of the Work.

### 6. WARRANTY

- 6.1 Roxtec warrants that products and parts manufactured by Roxtec and delivered hereunder will be free from defects in material and workmanship and will conform to the specifications agreed to in writing. Roxtec warrants its products and parts for a period of twelve (12) months from the date of delivery. Customer shall immediately report in writing to Roxtec any claimed defect upon discovering the same. After receiving such notice from Customer and substantiation by Roxtec of the claim as being within the warranty, Roxtec shall, at its option: (i) repair Customer's products with any shipping, customs, duties, levies, taxes or other charges being assessed to Customer's account, (ii) refund an equitable portion of the contract price, or (iii) furnish replacement products or parts, as necessary at the original shipping point. In no event will Roxtec at any time be responsible for disassembling, and/or reassembling, uninstalling and/or reinstalling any products. Decomposition or corrosion by chemical action or wear or damage caused by the presence of abrasive materials is not and shall not be a product or manufacturing defect. Modifications or repairs to any Roxtec product, or product or part used with a Roxtec product shall void any warranty by Roxtec. Customer waives any rights to make a warranty claim of any kind, express or implied, where a Roxtec product has been modified or altered. The limitations of this section are a material condition precedent of Roxtec providing Work and products to Customer.
- 6.2 Roxtec does not provide a warranty for any product or part not manufactured by Roxtec. With respect to products, parts, and equipment not engineered or manufactured by Roxtec (whether or not supplied by Roxtec or affected by the Work), Roxtec waives and disclaims any and all liabilities and warranties whether express or implied. CUSTOMER HEREBY AGREES TO DEFEND, INDEMNIFY AND HOLD ROXTEC HARMLESS FROM ANY AND ALL CLAIMS OR DAMAGES (INCLUDING FOR ATTORNEY OR EXPERT FEES) ARISING FROM OR RELATING TO PRODUCTS, PARTS, AND EQUIPMENT NOT MADE BY ROXTEC EVEN IF ROXTEC IS ALLEGED TO BE NEGLIGENT (OR WITHOUT REGARD TO THE ALLEGED

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NEGLIGENCE OF ROXTEC). The limitations of this section are a material condition precedent of Roxtec providing Work and products to Customer.

- 6.3 With respect to Work involving instruction and training of Customer and/or Customer's personnel, Roxtec disclaims and Customer waives any and all liabilities and warranties whether express or implied. The participants of the trainings provided by Roxtec are not evaluated by Roxtec and therefore Roxtec cannot guarantee the ability of the participant(s) to conduct Work, install, inspect or supervise Transits or any sealing solutions for cables and pipes. Therefore, Customer waives any liability of Roxtec for any default, failure, damage (direct or indirect) or loss of whatever kind and type caused by an installation, inspection or supervision made by the participant(s) of the training services provided by Roxtec. CUSTOMER HEREBY AGREES TO DEFEND, INDEMNIFY AND HOLD ROXTEC HARMLESS (INCLUDING FOR REASONABLE ATTORNEY AND EXPERT FEES) FROM ANY AND ALL CLAIMS, LOSSES, COSTS, DAMAGES AND EXPENSES ARISING FROM OR RELATING TO ANY INSTALLATION, INSPECTION OR SUPERVISION OF TRANSITS OR ANY SEALING SOLUTIONS FOR CABLES AND PIPES PERFORMED BY PARTICIPANT(S) OF ROXTEC'S INSTRUCTION AND TRAINING PROGRAMS, AND EVEN IF ROXTEC IS ALLEGED TO BE NEGLIGENT (OR WITHOUT REGARD TO THE ALLEGED NEGLIGENCE OF ROXTEC).

- 6.4 Any training materials provided by Roxtec (the "Training Material") or other documents, are provided by Roxtec "as is" and "as available" and there are no warranties or conditions (express or implied, arising by statute or otherwise in law or from a course of dealing or usage of trade) or in connection with the Training Material or other documents issued by Roxtec. Customer waives the right to rely on the Training Material.

- 6.5 **This Article 6 sets forth the exclusive remedies for claims based on defect, failure or nonconformity of the goods, services or Work supplied.** This exclusivity applies whether a claim is in contract, indemnity or tort (including negligence) or otherwise and however instituted and whether a defect arises before or during the warranty period. Upon the expiration of this warranty, all such liability shall terminate. The foregoing warranties are exclusive and in lieu of all other warranties whether written, oral, implied or statutory. NO IMPLIED OR STATUTORY WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY TO THE WORK. Roxtec does not warrant any goods or services of others.

### 7. PRICES AND OTHER COMPENSATIONS

- 7.1 The prices of the Services ("Prices") shall be in accordance with Roxtec's price list in effect from time to time. Roxtec reserves the right to adjust the Prices at any time by issuing a new price list.
- 7.2 The Prices, fees and other compensations are exclusive of value added tax and other similar taxes.
- 7.3 Costs for travel, food, accommodation and other expenses incurred by Roxtec personnel in connection with the Work are not included in the Price and Roxtec shall always be entitled to compensation for reasonable documented costs thereof.
- 7.4 Except as otherwise agreed, the Prices shall not include the cost of any Training Material that may be needed by Customer for the Work, which shall be charged on a case-by-case basis.

### 8. TERMS OF PAYMENT

- 8.1 Invoices shall be paid within thirty (30) days from the invoice date or otherwise as indicated in the respective invoice.
- 8.2 Unless otherwise specified in the relevant Purchase Order or in the respective invoice, payment shall be made in Euros.
- 8.3 Interest is payable on any overdue invoices, charges or expenses, commencing on the date the amount became overdue, at the rate of one (1%) percent of the outstanding balance per month, or the maximum rate permitted by applicable law, whichever is higher.
- 8.4 Additional Costs/ Right to Extend Delivery. Any payment received later than the scheduled due date may cause Roxtec to incur additional costs and Customer agrees to pay Roxtec for its said costs. Payment received later than its due date will, at Roxtec's option result in a corresponding delay in the scheduled delivery date.
- 8.5 Right to Terminate/Suspend for Late Payment. Roxtec reserves its right, after providing Customer with written notice and reasonable time to pay such late payment in full, to suspend its performance until such sums are paid in full or terminate the Agreement. In the event Roxtec terminates this Agreement due to Customer's late payment, then Customer agrees to compensate Roxtec for any and all costs due and/or incurred under this Agreement, as well as any sums due Roxtec for resuming its performance following a suspension of the Agreement.
- 8.6 No Set Offs. Customer shall not be entitled to any retentions, set-offs or other self-help remedies. Any amount retained or set-off shall be considered late for purposes of late payment calculations.

### 9. INDEPENDENCE

The relationship of the Parties is that of independent companies dealing at arm's length. Nothing in these Terms and no acts or omissions of a Party shall be construed to constitute the Parties and/or their respective affiliates as partners or constitute any Party or their personnel as the agent, employee or representative

of the other Party, or empower any Party to act for, bind or otherwise create or assume any obligation on behalf of the other Party and no Party shall hold itself out as having authority to do the same.

### 10. LIABILITY AND INDEMNIFICATION

- 10.1 Customer hereby acknowledges that any Work that includes supervision and inspection activities by Roxtec is carried out by a visual inspection only of the readily accessible features of the Transits and that any inspection that may be provided is a "snap-shot" of the inspected Transits and products at the time of inspection. Customer agrees that under no circumstances will Roxtec be liable for failure to identify defects in the work or products of third-parties over which Roxtec has no control.

- 10.2 Customer acknowledges that:

- (a) any Transits and/or products inspected by Roxtec during the Work; and/or
- (b) any Transits and/or products that where subject to any installation/maintenance work carried out by Roxtec during the Work

may change at any unknown point-in-time after such Work is performed by Roxtec, including due to actions by other parties than Roxtec or eventualities beyond Roxtec's control, including but not limited to reinstallations or de-installations of inspected Transits and/or other products carried out by Customer, its personnel or any other third party not authorized by Roxtec; incidents and accidents; environmental changes; general re-conditioning of the area (or to adjacent areas) in which the Work including inspection, supervision or maintenance was made; ignorant non-intended actions to the inspected Transits and products; etc. Customer acknowledges that the condition of the Transits may change after any inspection by Roxtec, and Roxtec is not responsible for those changes/conditions

- 10.3 Customer acknowledges that Roxtec is neither an insurer nor a guarantor of the designs, installations or maintenance work performed by Customer or carried out by Customer's personnel or sub-contractors trained by Roxtec. CUSTOMER HEREBY AGREES TO DEFEND, INDEMNIFY AND HOLD ROXTEC HARMLESS (INCLUDING FOR REASONABLE ATTORNEY AND EXPERT FEES) FROM ANY AND ALL CLAIMS ARISING FROM OR RELATING TO THE DESIGNS, INSTALLATIONS OR MAINTENANCE WORK PERFORMED BY CUSTOMER OR CARRIED OUT BY CUSTOMER'S PERSONNEL OR SUB-CONTRACTORS TRAINED BY ROXTEC AND EVEN IF ROXTEC IS ALLEGED TO BE NEGLIGENT (OR WITHOUT REGARD TO THE ALLEGED NEGLIGENCE OF ROXTEC).

- 10.4 CUSTOMER AGREES THAT ANY MODIFICATION BY CUSTOMER OR THIRD-PARTIES TO A ROXTEC PRODUCT OR WORK VOIDS ALL WARRANTIES AND CUSTOMER HEREBY WAIVES, RELEASES, AND AGREES TO HOLD ROXTEC HARMLESS FROM ANY LOSS, DAMAGE OR LIABILITY (INCLUDING FOR REASONABLE ATTORNEY AND EXPERT FEES) RELATED TO THE SAME.

- 10.5 **NO LIABILITY FOR CONSEQUENTIAL LOSS OR DAMAGE.** ROXTEC SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR ANY OTHER INDIRECT DAMAGES ARISING OUT OF THIS AGREEMENT OR OUT OF ANY BREACH THEREOF, OR FOR ANY DAMAGES (DIRECT OR INDIRECT) INCLUDING LOSS OF USE, LOST PROFITS OR REVENUE, INTEREST, LOST GOODWILL, LOSS OF PRODUCTION, INTERRUPTION OF OPERATIONS WORK STOPPAGE, IMPAIRMENT OF OTHER GOODS, LOSS BY REASON OF SHUTDOWN OR NONOPERATION, INCREASED EXPENSES OF OPERATION, COST OF PURCHASE OF REPLACEMENT POWER OR CLAIMS OF CUSTOMER OR CUSTOMERS OF CUSTOMER FOR SERVICE INTERRUPTION AND/OR ANY OTHER SIMILAR TYPES OF DAMAGES, WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED ON CONTRACT, INDEMNITY, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF ROXTEC IS ADVISED OF THE POSSIBILITY OF THE SAME IN ADVANCE. CUSTOMER HEREBY WAIVES AND RELEASES ALL SUCH CLAIMS.

- 10.6 **LIMITATION OF LIABILITY.** THE REMEDIES OF CUSTOMER SET FORTH HEREIN ARE EXCLUSIVE AND, NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE TOTAL AGGREGATE LIABILITY OF ROXTEC WITH RESPECT TO ANY CLAIMS UNDER THIS AGREEMENT OR REGARDING THE WORK AS FURNISHED HEREUNDER, WHETHER BASED IN CONTRACT, INDEMNITY, TORT, STRICT LIABILITY, OR OTHERWISE, SHALL NOT EXCEED THE LESSER OF U.S. \$500,000.00 (FIVE HUNDRED THOUSAND DOLLARS) OR THE PRICE PAID FOR THE PRODUCTS, PARTS, SERVICES, OR WORK UPON WHICH ANY SUCH CLAIM IS BASED. THIS LIMITATION APPLIES TO ANY AND ALL COSTS, INCLUDING ATTORNEY AND EXPERT FEES.

- 10.7 **CUSTOMER'S INDEMNITY OBLIGATION.** CUSTOMER SHALL DEFEND, HOLD HARMLESS AND INDEMNIFY ROXTEC AND ITS AFFILIATES, AGENTS, AND INSURERS, FROM ANY CLAIMS, CAUSES OF ACTION, OR EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) FOR DAMAGES FOR PERSONAL INJURY OR DEATH TO ANYONE OR PHYSICAL DAMAGE TO ANY PROPERTY, TO THE EXTENT SUCH DAMAGES ARISE OUT OF OR ARE RELATED TO THE

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ACTS OF CUSTOMER (INCLUDING A SOLE, A CONCURRENT OR A JOINT CAUSE) OR THOSE OF CUSTOMERS OFFICERS, AGENTS OR EMPLOYEES, EVEN IF ROXTEC IS ALLEGED TO BE NEGLIGENT (OR WITHOUT REGARD TO THE ALLEGED NEGLIGENCE OF ROXTEC).

- 10.8 Customer shall maintain general liability insurance with limits of not less than U.S. \$3,000,000.00 (three millions) per occurrence for bodily injury and property damage liability combined. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Customer's limit of liability. The policy of such insurance must include as additional insureds, but only insofar as the operations under the Contract are concerned, Roxtec; the affiliate companies of Roxtec; and each of their officers, agents, employees and servants.
- 10.9 The provisions of this Section 10 are a material condition precedent of Roxtec providing Work to Customer.

**11. FORCE MAJEURE**

If the performance of the Work is prevented, restricted or interfered with for any reason beyond the reasonable control of Roxtec Services, including but not limited to, war, acts of terrorism, strike, lockout, problems attributable to sub-suppliers of Roxtec Services, epidemic, destruction of facilities, riot, insurrection, fire, flood, earthquake, explosion or other casualty or accident ("Force Majeure"), Roxtec Services shall give prompt written notice to Customer. Subject to such notice, the performance of these Terms by Roxtec Services if claiming Force Majeure shall be suspended without compensation to Customer for as long as the Force Majeure condition continues.

**12. INTELLECTUAL PROPERTY RIGHTS**

All intellectual property rights in or relating to the Work, Transits or products developed or manufactured by Roxtec or any of its affiliate companies, Training Material or any Roxtec products and materials are and shall remain the property of Roxtec or the corresponding affiliate. The use of intellectual property rights belonging to Roxtec or any affiliate of Roxtec by Customer shall not imply the transfer or assignments of any rights from Roxtec or an affiliate of Roxtec to Customer. Roxtec shall retain all title and other proprietary and intellectual property rights in or related to the Training Material and in all copies of all or any portion thereof, including all modifications to the Training Material. Unless otherwise expressly agreed by the Parties, all intellectual property related to products or Transits or Training Materials created by the Parties during the provision of the Work shall become the property of Roxtec.

**13. MISCELLANEOUS**

- 13.1 Any waiver by Roxtec of a breach of any sections of the Terms shall not be considered as a waiver of any subsequent breach of the same or any other section of the Terms.
- 13.2 If any Sections of the Terms is held to be invalid or unenforceable, in whole or in part, the validity of the other sections of these Terms and the remainder of the section in question shall not be affected thereby.
- 13.3 No alteration or amendment to these Terms shall be valid unless such alteration or amendment is reduced to writing and signed by the duly authorized representatives by both Parties.
- 13.4 It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this agreement or provided by law.
- 13.5 Any notice required or permitted under this Agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address as shown on the Purchase Order.

**14. GOVERNING LAW AND DISPUTE RESOLUTION**

- 14.1 The construction, validity and performance of this Agreement and all non-contractual obligations arising from or connected with this Agreement shall be interpreted in accordance with the laws of the State of Texas of the USA, excluding its conflict of law's provisions (including the United Nations Convention on the International Sale of Goods "UNCISG"). Headings are for convenience only and shall be given no force or effect.
- 14.2 The parties agree that any disputes arising out of this Agreement (whether for breach of contract, tort, products liability, payments or otherwise) shall be resolved by binding arbitration pursuant the Commercial Dispute Resolution Procedures of the American Arbitration Association ("AAA"). The language to be used in the arbitral proceedings shall be English. For any claims less than \$100,000 the matter shall be heard by one arbitrator appointed by the AAA in accordance with its rules. For any claim in excess of \$100,000, the matter shall be heard by a panel of three arbitrators appointed by the AAA in accordance with its rules. In rendering its decision the arbitrator or arbitration panel shall not expand or restrict any of the Party's respective rights or obligations beyond those as provided for in this Agreement. In addition, the party prevailing at the arbitration shall be awarded that proportion of its reasonable costs and expense (including attorney fees) that it actually incurred in arbitrating the matter.

Judgment upon the award may be entered in any court having jurisdiction. The parties shall cooperate in providing reasonable disclosure of relevant documents. The site of such arbitration shall be in Houston, Texas.

- 14.3 Consent to Jurisdiction. The Parties further agree to waive all challenges to jurisdiction (whether the challenge be to personal jurisdiction, subject matter jurisdiction, or any other jurisdictional challenge) and to submit to the jurisdiction of the state and federal courts sitting in Houston, Harris County, Texas, for purposes of enforcing this Agreement.
- 14.4 Notwithstanding the Parties' agreement to arbitrate, Roxtec shall be entitled to seek injunctive relief and other interim measures in the state and federal courts sitting in Houston, Texas, to enforce its intellectual property rights or secure claims of any payments due for deliveries or other due debt related to the Work.

**END OF DOCUMENT**