



Standard Terms and Conditions

Effective Date: January 1, 2026

1. Application and Acceptance

These standard terms and conditions ("Terms and Conditions"), are the only terms and conditions that govern the sale of products (the "Products") and provision of any services (the "Services") by JCL Energy Transformers LLC d/b/a JCL Energy LLC ("JCL") to you (the "Customer" and together with JCL, each a "party" and collectively, the "parties"). These Terms and Conditions, together with, JCL's final quotation (the "Quote"), the accompanying purchase order (the "Purchase Order"), and JCL's order acknowledgement of the Purchase Order to the Customer (the "Order Acknowledgement"), collectively, comprise the entire agreement between the Customer and JCL (the "Agreement"). The Agreement will become binding when JCL delivers the Order Acknowledgement to the Customer. JCL's Order Acknowledgement and the sale of any Products or provision of any Services is expressly conditioned on the Customer's acceptance of these Terms and Conditions. The Agreement supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties and communications, both written and oral, between the parties. JCL expressly rejects any additional or different terms and conditions proposed by the Customer or set forth in any Purchase Order issued by the Customer, unless such terms are expressly agreed to in writing and signed by JCL. JCL expressly rejects any implied by trade, custom, practice, course of dealing, or trade usage that are in addition to or different from these Terms and Conditions. Any conduct by the Customer which recognizes the existence of a contract pertaining to the subject matter hereof, including, but not limited to, the Customer's acceptance of delivery of the Products or performance of the Services, shall constitute the Customer's unqualified acceptance of these Terms and Conditions. The version effective as of the Order Acknowledgement date governs that transactions.

2. Quotes

All offers included in any quotation or the Quote issued by JCL may be withdrawn or revised by JCL at any time before JCL accepts a Purchase Order pursuant to an Order Acknowledgement. JCL's acceptance of any Purchase Order shall be effective only when JCL issues an Order Acknowledgement in writing, signed by an authorized representative of JCL.

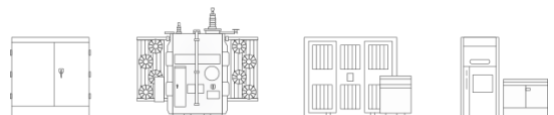
3. Price

Notwithstanding any conditions and terms stated contained in any purchase order or other document delivered by Customer, Customer will purchase the Products and Services from JCL at the price stated contained in the applicable order acknowledgement issued by JCL (the "Order Acknowledgement"), or, if no price is stated contained in the Order Acknowledgement, then the price stated contained in the applicable quote issued by JCL (the "Quote") (the "Price"). Unless JCL agrees otherwise in writing, the Price excludes all taxes, assessments, charges, duties, and levies imposed by any governmental authority, including all federal, state, and local sales, use, ad valorem, and excise taxes, and all customs duties, tariffs, and similar import-related charges (collectively, "Taxes"). Customer is solely responsible for all Taxes, whether imposed on JCL, Customer, the Products, the Services, the importation of the Products, or any sale, use, transportation, or delivery of the Products or Services. Without limiting the foregoing, Customer is solely responsible for all tariffs and customs duties applicable to the Products, and JCL will have no obligation to pay, absorb, reimburse, or credit any such amounts. If Customer claims an exemption from any Taxes, Customer will deliver to JCL exemption certificates and other documentation reasonably requested by JCL, in each case in form and substance reasonably satisfactory to JCL. JCL may, at any time before delivery of the Products or performance of the Services, increase the Price to reflect any increase contained in JCL's costs, including increases relating to: (a) carriage, accessorial charges, fees, fuel, or surcharges, (b) currency exchange rates, (c) labor, materials, or overhead,

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and (d) any Taxes, including any duty, levy, or tariff, imposed, increased, or becoming applicable. In addition, if an order includes a special or custom item of manufacture, JCL may increase the Price if JCL notifies Customer of the increase before JCL begins production or performance. All Taxes and Increased Costs will be added to JCL's invoices and paid by Customer in accordance with this Agreement. Packaging, freight, and insurance may be invoiced separately.

4. **Payment**

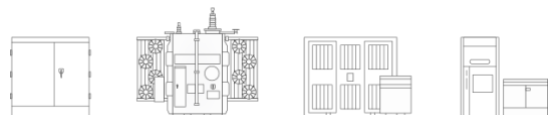
The Customer shall pay all invoiced amounts due to JCL in full within the time stated on any invoice delivered by JCL to Customer, or if no such time is stated on the invoice, within 30 days of the date of the invoice. Time shall be of the essence with respect to the Customer's payment of all invoices. The Customer shall make all payments in United States dollars by wire transfer, ACH, check, or such other method agreed upon by JCL in writing. If the payment due date is a Saturday, Sunday or holiday where banks located in the Commonwealth of Pennsylvania are authorized or required to be closed, the Customer shall make such payment on the first business day after such due date.

In addition to all other legal, equitable, and contract rights, all past due payments shall accrue interest at the lesser of the rate of five percent (5%) per month, compounded monthly, or the highest rate permissible under applicable law, calculated daily and compounded monthly, until the overdue amount has been paid in full. The Customer shall reimburse JCL for all costs incurred in collecting any late payments, including, without limitation, attorney's fees. In addition to all other remedies available to JCL under these Terms and Conditions or at law (which JCL does not waive by the exercise of any rights hereunder), JCL shall be entitled to suspend the delivery of any Products or performance of any Services under the Agreement, or any other Agreement between JCL and the Customer, and may stop any Products in transit when: (i) in JCL's opinion, the Customer's financial condition or the state of the Customer's account warrants it; (ii) delivery of Products or performance of Services is delayed because of any act or omission of the Customer; or (iii) the Customer is delinquent in payment of any amount owed to JCL.

The Customer shall not withhold payment of any amounts due and payable to JCL by reason of any set-off, exchange, collection, or any other charges, whether relating to JCL's breach, bankruptcy, or otherwise.

5. **Delivery of Products**

Any delivery date provided by JCL is an estimate only. JCL will use commercially reasonable efforts to ship the Products within the time frame stated contained in the applicable Purchase Order, Quote, or Order Acknowledgement, but JCL does not guarantee shipment by any stated date and will have no liability arising from any delay. Time is not of the essence and will not become of the essence by service of any notice. JCL may make partial shipments in its discretion without liability or penalty. Each shipment constitutes a separate sale. Customer will pay for the Products shipped pursuant to each shipment in accordance with the payment terms contained in these conditions and terms, whether the shipment is a complete or partial fulfillment of Customer's order. Customer will pay for the actual quantity delivered. For domestic sales, shipping terms have the meanings set forth contained in the Uniform Commercial Code. For international sales, shipping terms have the meanings set forth contained in Incoterms® 2020 (ICC). Unless otherwise stated contained in the Order Acknowledgement, delivery will be made FOB point of shipment (point of origin). Risk of loss and responsibility for loss or damage pass to Customer when JCL tenders the Products to the carrier. The Products are deemed delivered at that time. Any claim for loss or damage occurring after tender to the carrier must be made by Customer directly with the carrier. If Customer fails or refuses to accept delivery, or if JCL is unable to deliver because Customer failed to provide required (a) documents, (b) instructions, (c) licenses, or (d) authorizations, then: (i) risk of loss passes to Customer upon JCL's tender of the Products to the carrier or, if tender cannot occur





due to Customer's failure, on the date JCL makes the Products available for pickup; (ii) the Products are deemed delivered on the same date; and (iii) JCL may, at its option, (a) store the Products (at a location selected by JCL) until Customer accepts delivery, (b) arrange re-delivery, or (c) resell the Products after commercially reasonable notice to Customer. Customer will be responsible for all costs and expenses arising from or relating to Customer's failure or refusal to accept delivery, including costs relating to (a) demurrage, (b) detention, (c) handling, (d) insurance, (e) re-delivery, and (f) storage. Customer assumes all risks and liabilities arising from Customer's unloading, discharge, handling, storage, or use of the Products, and from Customer's compliance or non-compliance with applicable laws and regulations relating to the foregoing.

6. Performance of Services

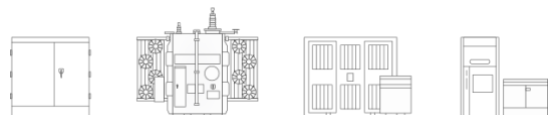
The performance date(s) provided JCL are approximate only. JCL shall use commercially reasonable efforts to perform the Services within the time promised, but does not guarantee to do so, and assumes no liability for not doing so. Time for performance is not of the essence and shall not be made so by the service of any notice. The Customer shall (i) cooperate with JCL in all matters relating to the Services; (ii) respond promptly to any request by JCL to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for JCL to perform the Services in accordance with the requirements of the Agreement; (iii) provide such customer materials or information as JCL may reasonably request to carry out the Services in a timely manner and ensure that such customer materials or information are complete and accurate in all material respects; and (iv) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

7. Title to Products; Purchase-Money Security Interest

Except as otherwise agreed to in writing between the Parties, title to each Product will transfer to Customer when the Products are available for shipment (EXW Seller's factory (Incoterms 2020)). As collateral security for payment of the Price and performance of all obligations of Customer contained in this Agreement, Customer grants to JCL a lien on and a security interest in all of Customer's right, title, and interest in the Products, wherever located, whether now existing or later arising or acquired, and in: (a) all accessions thereto, (b) all modifications thereof, (c) all proceeds thereof (including insurance proceeds), and (d) all replacements thereof. The security interest granted contained in this Section constitutes a purchase money security interest within the meaning of Article 9 contained in the Uniform Commercial Code as adopted contained in the Commonwealth of Pennsylvania (the "UCC"). Customer authorizes JCL to file financing statements and any amendments, continuations, or other filings that JCL reasonably determines are necessary or advisable to perfect or maintain the perfection of JCL's security interest. Customer will execute and deliver to JCL any additional documents and will take any additional actions that JCL reasonably requests to evidence, perfect, maintain, or enforce JCL's security interest, including providing information required for such filings. Customer appoints JCL as Customer's attorney-in-fact, solely for the ministerial purpose of executing and filing any such financing statements and related filings if Customer fails to do so promptly after request.

8. Inspection and Rejection of Nonconforming Products

Customer will inspect the Products within five (5) Business Days after receipt (the "Inspection Period"). Customer will be deemed to have accepted the Products unless Customer notifies JCL in writing during the Inspection Period of any Nonconforming Products and provides the written evidence or other documentation reasonably requested by JCL. For purposes contained in this Agreement, "Nonconforming Products" means only that the Products shipped are different from the Products identified contained in Customer's Purchase Order. If Customer timely notifies JCL of Nonconforming Products, then, as Customer's sole and exclusive remedy and JCL's sole and exclusive liability, JCL may, in its sole discretion: (a) repair the Nonconforming Products, (b) replace the Nonconforming





Products with conforming Products (the "Replacement Products"), or (c) credit or refund the Price paid for the Nonconforming Products. If JCL requests return of the Nonconforming Products, Customer will ship the Nonconforming Products in accordance with JCL's instructions, and JCL will reimburse Customer for reasonable shipping and handling charges or, at JCL's election, provide a prepaid shipping method. If JCL elects to repair or replace, JCL will ship the repaired Products or Replacement Products to the delivery point identified contained in the applicable Order Acknowledgement, and JCL does not guarantee any delivery date for any repaired Products or Replacement Products. Except as expressly stated contained in this Section 8, all sales are final, and Customer has no right to return any Products. Any Replacement Products will be subject to these conditions and terms and JCL makes no guarantee as to the timing of delivery of such Replacement Products.

9. Customer's Acts or Omissions

If JCL's performance of any obligation contained in this Agreement is prevented, hindered, or delayed by any act or omission of Customer or any of Customer's agents, contractors, consultants, employees, or representatives (including any failure to provide information, approvals, access, instructions, or other cooperation when requested), then: (a) JCL will not be deemed in breach of this Agreement, and JCL will have no liability to Customer, for any delay, nonperformance, or other failure to perform to the extent arising directly or indirectly from such act or omission; (b) any affected delivery date, performance date, or other deadline will be extended by a period equal to the duration of the delay plus a reasonable mobilization and rescheduling period; and (c) Customer will reimburse JCL for all reasonable and documented out-of-pocket costs and expenses incurred by JCL arising from or relating to such prevention, hindrance, or delay, including costs relating to storage, demurrage, detention, rework, expedited shipping, standby time, and rescheduling. JCL retains all rights and remedies available contained in this Agreement, at law, and in equity.

10. Force Majeure

No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached the Agreement, for any failure or delay in fulfilling or performing any term of the Agreement (except for any obligations of the Customer to make payments to JCL hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the reasonable control of the impacted party (the "Impacted Party") including, without limitation, the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, unusually severe weather, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, cyber warfare or cyber terrorism; (d) acts of government, government order, law, or actions; (e) embargoes, blockades, or other export restrictions in effect on or after the date of the Agreement; (f) national or regional emergency, epidemics, pandemics, or quarantine restrictions; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials including a significant increase in the price of materials; or (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall use commercially reasonable efforts to resume performance pursuant to the Agreement as soon as reasonably practicable after the occurrence of the Force Majeure Event if resumption is a commercially reasonable option. For the avoidance of doubt, a Force Majeure Event shall not excuse, delay, or suspend any obligation of a party to make payments when due under the Agreement.

11. Compliance with Laws

The Customer will comply with all applicable laws, ordinances, regulations, rules, and requirements of any governmental authority

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relating to the Customer, the Products, and the Customer's purchase, importation, exportation, storage, handling, installation, labeling, marketing, resale, distribution, and use of the Products, including all laws relating to safety, environmental matters, and trade compliance. Customer will maintain in full force and effect all approvals, authority, certifications, consents, licenses, permits, and registrations required for Customer to perform its obligations contained in this Agreement and to lawfully purchase, receive, possess, import, export, distribute, and use the Products. Customer will promptly notify JCL in writing of: (a) any actual or alleged violation of applicable law relating to the Products or Customer's performance, (b) any inspection, audit, inquiry, or enforcement action by a governmental authority relating to the Products or Customer's performance, and (c) any suspension, revocation, expiration, or non-renewal of any approval, authority, certification, consent, license, permit, or registration required for Customer's performance. Customer will provide reasonable cooperation and assistance to JCL in connection with any investigation, inquiry, audit, or enforcement action relating to Customer's performance, the Products, or compliance with applicable law..

12. Termination; Effect of Termination

In addition to any remedies that may be provided under these Terms and Conditions or at law, JCL may, upon written notice to the Customer, alter or suspend credit, refuse shipment or cancel orders, or terminate the Agreement with immediate effect and refuse to make any further deliveries or performance thereunder if: (a) the Customer fails to pay to JCL any amount when due; (b) the Customer has not otherwise performed or complied with any of these Terms and Conditions, in whole or in part; (c) the Customer becomes insolvent, is adjudicated bankrupt, files a voluntary petition in bankruptcy, has a receiver appointed for it, makes an assignment for the benefit of creditors, is subject to filing of an involuntary petition in bankruptcy which is not discharged within thirty (30) days after filing, or takes any action or is subject to any action equivalent to any of the foregoing; (d) the Customer's financial condition or the state of the Customer's account with JCL warrants it; (e) the Customer violates, or is officially charged with a violation of any law, regulation or ordinance which may govern the sale, handling or disposition of any of the Products or performance of the Services; (f) any additional customs duty or tariff shall be imposed between the date of the Agreement and the date of arrival of the Products at the appropriate point of entry or location, unless the Customer shall pay such additional duties or tariffs; or (g) delivery is delayed because of any act or omission of the Customer. Any alterations, modifications, or cancellations to an order must be reflected on a new or revised Purchase Order, submitted by the Customer and approved by JCL in writing in a New Order Acknowledgment.

13. Cancellation Fees

If the Customer cancels an order for any reason and JCL, in its sole discretion, approves the cancellation in writing, the Customer shall pay JCL a cancellation charge in accordance with the following schedule:

Cancellation Date	Cancellation Charge (% of Price)
1 week after Purchase Order	10%
3 weeks after Purchase Order	15%
More than 3 weeks after Purchase Order, but before factory release	20%
1 week after factory release	65%
2 weeks after factory release	70%

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3 weeks after factory release	90%
4 weeks or more after factory release	100%

In the event that JCL does not approve the Customer's request to alter, modify, or cancel an order, the Customer shall remain liable to the Company for the entire Price.

14. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL JCL BE LIABLE TO THE CUSTOMER, ANY USER OF THE PRODUCTS, OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR OTHER DAMAGES WHATSOEVER, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE, EVEN IF JCL HAS BEEN ADVISED OF THE LIKELIHOOD OR POSSIBILITY SUCH DAMAGES MAY BE INCURRED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL JCL BE LIABLE FOR LIQUIDATED DAMAGES, REGARDLESS OF WHETHER THE CUSTOMER'S STANDARD TERMS AND CONDITIONS CONTAIN A LIQUIDATED DAMAGES CLAUSE. THE CUSTOMER AGREES THAT JCL WILL NOT BE LIABLE FOR ANY CLAIM OR DEMAND AGAINST THE CUSTOMER BY ANY OTHER PARTY.

JCL'S AGGREGATE LIABILITY FOR LOSSES ARISING OUT OF OR RELATED TO THE AGREEMENT AND THE PRODUCTS AND/OR SERVICES, WHETHER IN CONTRACT OR TORT (INCLUDING JCL'S OWN NEGLIGENCE), IN LAW OR EQUITY, WILL BE LIMITED TO THE LESSER OF THE ACTUAL DIRECT DAMAGES OR THE AGGREGATE AMOUNTS PAID TO JCL FOR THE PRODUCTS AND SERVICES.

15. Warranties

ANY WRITTEN WARRANTY EXPRESSLY PROVIDED BY JCL TO CUSTOMER AND STATED CONTAINED IN THE QUOTE OR THE ORDER ACKNOWLEDGEMENT, IF ANY (the "EXPRESS WARRANTY"), IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY JCL WITH RESPECT TO THE PRODUCTS AND SERVICES. THE EXPRESS WARRANTY IS PROVIDED IN LIEU OF, AND JCL HEREBY DISCLAIMS, ALL OTHER WARRANTIES, REPRESENTATIONS, AND CONDITIONS, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY WARRANTIES OR CONDITIONS: (A) OF MERCHANTABILITY, (B) OF FITNESS FOR A PARTICULAR PURPOSE, (C) OF TITLE, (D) OF NON-INFRINGEMENT, AND (E) ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

EXCEPT TO THE EXTENT EXPRESSLY STATED CONTAINED IN THE EXPRESS WARRANTY, JCL DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES WILL: (A) MEET CUSTOMER'S REQUIREMENTS, (B) ACHIEVE ANY PARTICULAR RESULT, (C) OPERATE WITHOUT INTERRUPTION OR ERROR, OR (D) BE COMPATIBLE WITH ANY EQUIPMENT, SYSTEM, OR PROCESS. CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS NOT RELIED UPON, AND CUSTOMER DISCLAIMS RELIANCE UPON, ANY STATEMENT, SPECIFICATION, SAMPLE, MODEL, DEMONSTRATION, OR OTHER INFORMATION NOT EXPRESSLY STATED CONTAINED IN THE EXPRESS WARRANTY.

ANY TECHNICAL INFORMATION, PRODUCT LITERATURE, RECOMMENDATIONS, DRAWINGS, SPECIFICATIONS,

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APPLICATION GUIDANCE, OR TECHNICAL ASSISTANCE PROVIDED BY JCL (INCLUDING VERBAL, WRITTEN, OR ELECTRONIC COMMUNICATIONS) IS PROVIDED FOR CUSTOMER'S CONVENIENCE ONLY AND IS PROVIDED "AS IS." CUSTOMER ACCEPTS AND USES ALL SUCH INFORMATION AT CUSTOMER'S SOLE RISK, AND CUSTOMER IS SOLELY RESPONSIBLE FOR: (A) DETERMINING THE SUITABILITY OF THE PRODUCTS AND SERVICES FOR CUSTOMER'S PURPOSES, (B) TESTING, VALIDATION, INTEGRATION, AND INSTALLATION, AND (C) COMPLIANCE WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS RELATING TO CUSTOMER'S USE, HANDLING, STORAGE, INSTALLATION, OR RESALE OF THE PRODUCTS.

NO EMPLOYEE, AGENT, REPRESENTATIVE, OR RESELLER OF JCL HAS AUTHORITY TO EXPAND OR MODIFY THE EXPRESS WARRANTY OR TO MAKE ANY OTHER WARRANTY ON BEHALF OF JCL, UNLESS EXPRESSLY STATED CONTAINED IN A WRITTEN AGREEMENT SIGNED BY AN AUTHORIZED OFFICER OF JCL.

16. Indemnity and Release

The Customer will indemnify, defend, release, and hold harmless JCL, JCL's affiliates, and each of their respective directors, employees, managers, members, officers, owners, representatives, and agents (collectively, the "Indemnified Parties") from and against any and all claims, demands, causes of action, damages, judgments, liabilities, losses, penalties, fines, costs, and expenses (including reasonable attorneys' fees and costs of investigation)(collectively, "Losses") arising out of or relating to, directly or indirectly:

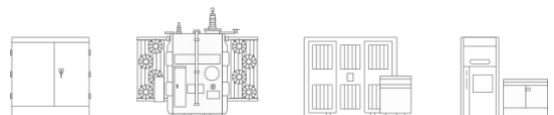
- (a) the Products or Services, including any (i) advertising, branding, distribution, handling, importation, installation, labeling, marketing, operation, repair, resale, storage, transportation, or use of the Products, and (ii) instruction, training, or technical assistance provided by Customer to any third party;
- (b) any act, error, omission, negligence, or willful misconduct of the Customer or any of the Customer's affiliates, agents, contractors, employees, or representatives;
- (c) any breach by the Customer of the Agreement;
- (d) any violation by the Customer or any of the Customer's affiliates, agents, contractors, employees, or representatives of any applicable law, ordinance, regulation, rule, or requirement of any governmental authority;
- (e) any recall, field action, correction, removal, or retrofit initiated by the Customer, or required due to the Customer's acts or omissions, including with respect to Customer's labeling, instructions, installation, maintenance, marketing, storage, transportation, or use of the Products;
- (f) any allegation that the Products or Services, as modified, combined, integrated, or used by the Customer, infringe, misappropriate, or otherwise violate any intellectual property right of any third party, including any claim arising from: (i) the Customer's specifications, designs, instructions, branding, or other materials provided to JCL, (ii) any modification of the Products or Services not authorized in writing by JCL, or (iii) any combination or use of the Products with other goods or services not provided by JCL; and
- (g) any claim by any third party relating to the Customer's relationship with that third party, including any end user, distributor, reseller, transporter, or installer, and any representations or warranties made by Customer to any third party beyond those expressly stated contained in this Agreement

Customer will assume the defense of any claim covered by this Section promptly upon written notice from an Indemnified Party, using

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counsel reasonably acceptable to JCL. JCL may participate in the defense with counsel of its choosing at its own expense. Customer will not settle any claim without JCL's prior written consent if the settlement: (a) includes an admission of fault or wrongdoing by any Indemnified Party, (b) imposes any obligation or restriction on any Indemnified Party, or (c) fails to include a full release of each Indemnified Party.

Each Indemnified Party will provide reasonable cooperation at the Customer's expense in connection with the defense of any claim covered by this Section.

Customer's obligations contained in this Section will not be limited by any limitation of liability contained in this Agreement, by any insurance maintained by the Customer, or by any claim that an Indemnified Party was contributorily negligent, except to the extent a court of competent jurisdiction finally determines that the Losses were caused by the gross negligence or willful misconduct of that Indemnified Party..

17. Confidentiality

All non-public, confidential or proprietary information of JCL, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by JCL to the Customer, whether disclosed orally, visually, or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" in connection with the Agreement (collectively, the "Confidential Information") is confidential, and to be used solely for the purpose of performing the Agreement. The Customer shall take reasonable security precautions, using at least the same degree of care used to protect its own confidential or proprietary information, but in any case, no less than a commercially reasonable degree of care, to keep JCL's Confidential Information confidential and may not disclose, copy or use the Confidential Information unless authorized in advance by JCL in writing. The Customer shall not analyze or re-engineer, or have analyzed or re-engineered any Confidential Information. The Customer shall notify JCL immediately upon discovery of any unauthorized use or disclosure of Confidential Information, or any breach of this Section 16 by the Customer, and will cooperate with JCL in every reasonable way to assist JCL in regaining possession of the Confidential Information, mitigating the consequences of its disclosure, and preventing its further unauthorized use. All Confidential Information, including information contained in computer software or stored in computer memory or on storage media, is and shall remain the sole and exclusive property of JCL. Upon expiration or termination of the Agreement, or upon JCL's request, the Customer shall promptly return or destroy, at JCL's option, all documents and other materials received from JCL. The Customer acknowledges that the Confidential Information is unique and valuable, and that disclosure in breach of this Section 16 will result in irreparable injury to JCL for which monetary damages alone would not be an adequate remedy.

Therefore, the Customer agrees that in the event of a breach or threatened breach of this Section 16, JCL shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any violation of this Section 16 without the necessity of posting a bond. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages.

This Section 17 does not apply to information that the Customer can prove: (a) was publicly known at the time of JCL's communication thereof, or becomes publicly known through no action or fault of the Customer; (b) was in the Customer's possession free of any obligation of confidence at the time of JCL's communication thereof to the Customer or any obligation created under the Agreement; or (c) was rightfully obtained by the Customer from a third party authorized to make such disclosure without restriction. In the event that the Customer is required by law, rule, regulation, court order or order of any governmental body or agency or any national securities exchange to disclose any of JCL's Confidential Information, the Customer shall (a) provide JCL prompt notice of such requirement (or related request); (b) consult with JCL before making any such disclosure; and (c) cooperate fully with JCL in JCL's efforts, if any, to





obtain a protective order or otherwise avoid disclosure of any such Confidential Information..

18. Intellectual Property

Each party acknowledges and agrees that no party will have or acquire, any interest in the other party's service marks, trade dress, trademarks, trade names or any other similar proprietary rights, unless otherwise expressly agreed to in a writing executed by both JCL and the Customer. JCL owns, or otherwise has the right to use and license, all patents, trademarks, copyrights and any other intellectual property rights related to the Products (collectively, the "Intellectual Property"). Under no circumstances shall the Customer acquire any right, title or interest in or to the Intellectual Property, except as expressly set forth herein, or use any of the Intellectual Property, without the prior written consent of JCL and a license from JCL therefore. JCL MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO CLAIMS OF INFRINGEMENT MADE BY THIRD PARTIES AND ARISING FROM TRADEMARK, PATENT, OR OTHER PROPERTY RIGHTS IN THE PRODUCTS. The Customer understands and agrees that JCL does not warrant that the Products are free of the rightful claim of any third person by way of infringement or the like. Subject to the Customer's compliance with the Agreement (including timely payment of all amounts due), JCL grants to the Customer a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use the Intellectual Property solely to the extent necessary for the Customer's use the Products, and solely in accordance with any written instructions provided by JCL. Customer will not: (a) copy, modify, translate, adapt, or create derivative works of any portion of the Intellectual Property, (b) reverse engineer, decompile, or disassemble any Product, except to the extent such restriction is prohibited by applicable law, (c) remove, alter, or obscure any proprietary notices, labels, or markings, or (d) use any JCL trademarks or branding for any advertising, marketing, or other public-facing purpose without JCL's prior written consent. Except for the limited license expressly granted above, JCL reserves all rights contained in and to the Intellectual Property.

19. Assignment

The Customer shall not assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of JCL. Any purported assignment or delegation in violation of this Section 19 is null and void. No assignment or delegation, including any assignment to an affiliate, will relieve Customer of any obligation or liability contained in this Agreement, and Customer will remain jointly and severally liable with any permitted assignee or delegate for all obligations and liabilities contained in this Agreement. JCL may condition its consent to any assignment or delegation upon: (a) JCL's receipt of information reasonably requested by JCL regarding the proposed assignee or delegate, (b) execution of an assumption agreement in form and substance reasonably satisfactory to JCL, and (c) delivery of a guaranty, in form and substance reasonably satisfactory to JCL, executed by Customer's parent company or other affiliate designated by JCL (a "Parent Guaranty"). If requested by JCL, Customer will cause the Parent Guaranty to be delivered as a condition to the effectiveness of the assignment or delegation. Any permitted assignment will be effective only upon JCL's written consent and satisfaction of all conditions stated contained in JCL's consent..

20. Relation of the Parties

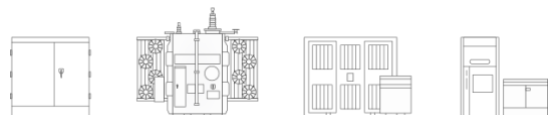
JCL's engagement and provision of the Products and Services will be as an independent contractor to the Customer. Nothing contained in the Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have the authority to contract for or bind the other party in any manner whatsoever.

21. Benefits of Agreement

54 S Sharpsville Ave., Sharon, PA 16146

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The Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever.

22. Law and Jurisdiction

All matters arising out of or relating to the Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Pennsylvania. The parties acknowledge, agree, and understand that the United Nations Convention on Contracts for the International Sale of Goods does not apply to the Agreement or the construction and interpretation of the Agreement.

23. Submission to Jurisdiction

Any legal suit, action, or proceeding arising out of or relating to the Agreement shall be instituted in the state or federal courts located in Mercer County, Pennsylvania, and each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

24. Severability

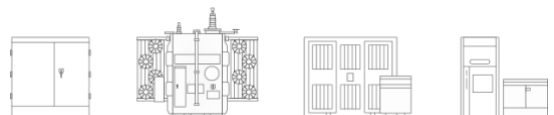
If any term or provision of the Agreement is held in any jurisdiction to be illegal, invalid, prohibited or unenforceable for any reason, then the term or provision is ineffective in that jurisdiction, without invalidating the remaining terms and provisions contained in the Agreement or affecting the enforceability, legality, or validity of the term or provision in any other jurisdiction. Anything in the immediately preceding sentence to the contrary notwithstanding, if the term or provision could be drawn more narrowly so as not to be illegal, invalid, prohibited, or unenforceable in that jurisdiction, it will be so narrowly drawn, as to that jurisdiction, without invalidating the remaining terms and provisions contained in the Agreement or affecting the enforceability, legality, or validity of the provision in any other jurisdiction.

25. Waiver

The failure of JCL to seek redress for a breach of or default under, or failure to insist upon the strict performance of, any term or provision contained in the Agreement, including specifically any failure to exercise any recourse, remedy or right, does not prevent a subsequent act or failure from having the effect of an original breach of or default under, or failure to satisfy, any term or provision contained in the Agreement. No waiver of any provision contained in the Agreement is effective unless it is contained in a written document executed by each party, and then only to the extent specifically provided in the writing. No waiver by JCL of any breach of or default under any agreement, covenant, representation, or warranty contained in the Agreement, whether intentional or not, will extend to any prior or subsequent breach of or default under any agreement, covenant, representation, or warranty contained in the Agreement, or affect in any way any rights arising out of, based upon, connected with, incidental to or related to any prior or subsequent occurrence.

26. Survival

Provisions of these Terms and Conditions which by their nature should apply beyond their terms will remain in force after any termination or expiration of the Agreement including, but not limited to, the following provisions: Payment, Title to Products; Purchase-Money Security Interest, Compliance with Laws, Liability, Warranty, Indemnity and Release, Confidential Information, Intellectual





Property, Governing Law, Submission to Jurisdiction and Survival.

27. Entire Agreement

The Agreement, together with the Quote, the Purchase Order, and the Order Acknowledgment, collectively, comprise the sole and entire agreement of the parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

28. Amendment and Modification

The Agreement may only be amended or modified in a writing that expressly states that it amends the Agreement and is signed by an authorized representative of each party.

29. Acceptance; No Signature Required

These conditions and terms apply to, and are incorporated by reference into, each Quote, Order Acknowledgement, and sale of Products or Services by JCL to Customer. Customer accepts these conditions and terms, and they become binding, upon the earliest of: (a) Customer's delivery of any purchase order or other order instruction to JCL, (b) Customer's acceptance of any Products or Services, (c) Customer's payment of any amount to JCL, or (d) Customer's failure to object in writing to these conditions and terms within five (5) Business Days after receipt. No signature by JCL or Customer is required for these conditions and terms to be enforceable.

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