CAPITAL EQUIPMENT TERMS AND CONDITIONS

CPM's intention and policy is to supply Equipment and Services (as defined below) of first class quality, design, material and workmanship. These Capital Equipment Terms and Conditions are intended to provide a reasonable working relationship between CPM and Buyer. CPM and Buyer hereby agree as of the Effective Date:

1. **DEFINITIONS:**
   a. "Buyer" means the legal entity designated on the Purchase Order and Quotation.
   b. "Confidential Information" means each Quotation, Purchase Order, the Contract and all drawings, notebooks, designs, plans, processes, operating data, specifications, proprietary information, trade secrets, Intellectual Property, and other engineering or technical information or data, including, but not limited to, the engineering design work relating to the Equipment and/or Services, that are provided to Buyer by CPM or any of CPM's subcontractors or subsuppliers.
   c. "Contract" means the contract formed by Buyer's acceptance of these Terms and Conditions, including each Quotation.
   d. "CPM" means CPM Wolverine Proctor, LLC, a Delaware limited liability company.
   e. "Delivery" means delivery of the Equipment to the delivery point, as defined in the applicable Quotation.
   f. "Effective Date" means the last signature date set forth next to CPM's or Buyer's signature on these Terms and Conditions.
   g. "Equipment" means any and all goods and materials (except for documents, drawings and specifications) which are the subject of CPM's Quotation and which are to be supplied to Buyer by CPM under the Contract.
   h. "Intellectual Property" means any intellectual property, including, but not limited to, any patent, trademark, copyright, trade secret, know-how, software, or any other intellectual property right, as well as any improvement thereto or derivative thereof.
   i. "Purchase Order" means a written document submitted to CPM by Buyer detailing an accepted Quotation.
   j. "Quotation" means any proposal or quotation submitted by CPM for the supply of Equipment or the performance of Services.
   k. "Services" means any and all services which are the subject of CPM's Quotation and which are to provided by CPM to Buyer under the Contract.
   l. "Terms and Conditions" means these capital equipment terms and conditions.
2. **GENERAL:**
   Subject to these Terms and Conditions, CPM agrees to sell and Buyer agrees to purchase the Equipment and/or Services described in each applicable Quotation. Except as stated in a Purchase Order accepted by both parties, Buyer is not bound to purchase any Equipment or Services under this Contract.
3. **PRICE:**
   a. The price of Equipment shall be as set forth in a Quotation from CPM to Buyer.
   b. The price of Services shall be as set forth in a Quotation from CPM or in the form of an hourly rate provided to the Buyer on an annual basis
   c. All down payments are due and payable on the Effective Date. All progress payments and final payments are payable thirty (30) days after invoice, postmark to govern. For any late payments, Buyer agrees to pay monthly interest at the rate of eighteen (18%) percent per annum until payment is made in full. If any payment becomes ninety (90) days or more past due, CPM reserves the right to stop all sales of Equipment and/or performance of Services to Buyer.
   d. CPM reserves the right to increase the price of Equipment, by giving notice to Buyer at any time before Delivery, to reflect any increase in the cost of Equipment to CPM that is due to:
   (i) any factor beyond the control of CPM (including increases in taxes, duties, and tariffs);
   (ii) any request by Buyer to change the date(s) of Delivery, quantities or types of Equipment ordered, or the Equipment specifications; or
   (iii) any delay by Buyer caused by inadequate or inaccurate information or instructions in respect of the Equipment Delivery, e.g. customs clearance, detention charges.
4. **TAXES:**
   Unless otherwise specified in the Contract or agreed upon in writing by both parties, payment of any and all taxes, duties, tariffs, customs, or other similar charges are the responsibility of Buyer, and are in addition to CPM's quoted prices. Buyer shall furnish CPM with tax exempt certificates relating to the purchase of Equipment, if applicable.
5. **DELIVERY:**
   a. The period stated for the Delivery of Equipment or the performance of Services shall be as set forth in each applicable Quotation.
   b. CPM shall use commercially reasonable efforts to deliver Equipment and perform Services within the period stated for Delivery and performance. If shipment of Equipment is delayed by Buyer beyond the date on which CPM is ready to ship the Equipment, CPM may add storage charges for storing the Equipment.
   c. Buyer shall approve and return to CPM's offices all Equipment engineering design work within two (2) weeks of receipt of such Equipment engineering design work. In the event that Buyer fails to approve and return the Equipment engineering design work to CPM's offices within such two (2) week period or if Buyer has comments or requested changes to Equipment engineering design work that extends the review or reworking of such Equipment engineering design work beyond two (2) weeks from the date of Buyer's original receipt thereof, CPM may, at its option, revise Delivery dates of the applicable Equipment and CPM shall not be liable to Buyer for any delay in making Delivery of Equipment to Buyer within the timeframe stated in the Contract.
   d. In the event that Buyer modifies the specifications for its designs, either after CPM has completed the Equipment engineering design work or while CPM is in the process of preparing the Equipment engineering design work, CPM may, at its option, revise Delivery dates of the applicable Equipment and CPM shall not be liable to Buyer for any delay in making Delivery of Equipment to Buyer within the timeframe stated in the Contract.
   e. In the event Buyer fails to take possession of the Equipment within ninety (90) days of the date on which CPM is ready to ship the Equipment, Buyer shall automatically be deemed to forfeit the Equipment and any amounts previously paid to CPM and this Contract shall be

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automatically terminated, without any liability on behalf of CPM. In such case, CPM shall be entitled to resell the Equipment with no liability to Buyer for any amounts received.

f. CPM may make Delivery by partial shipments unless otherwise agreed in writing. No failure of or delay in the Delivery of any partial shipment or any defect in the contents thereof shall entitle Buyer to treat the Contract as repudiated with regard to any remaining partial shipments.

6. **PACKAGING:**
CPM shall provide standard packaging for the Equipment, which are for motor or air transport, unless otherwise agreed in writing. CPM shall provide seaworthy packaging for the Equipment, which are for ocean transport, unless otherwise agreed in writing. Any special packing or protection required or requested by Buyer shall be at Buyer's expense.

7. **TRANSPORTATION:**
   a. All costs of transportation of the Equipment are the responsibility of Buyer, unless otherwise specified in the Quotation. Any prepayment by CPM of transportation charges shall be the responsibility of Buyer and shall be promptly repaid to CPM.
   b. Unless otherwise specified in a Quotation, the Equipment shall be shipped FCA (INCOTERMS 2020) a manufacturing facility designated by CPM, and Buyer shall arrange for shipment of the Equipment to the site, and shall pay for the cost of shipment, insurance, as well as any other shipping related expenses. Buyer will be responsible for providing clear access both to and on the site, and at its own expense, Buyer shall provide all necessary labor and equipment to off-load the Equipment on arrival at the shipment address, at its own risk.
   c. The delivery and transport of the Equipment shall be in accordance with the provisions of INCOTERMS 2020 (as published by the International Chamber of Commerce).

8. **RISK OF LOSS, TITLE AND INSURANCE:**
Unless otherwise specified in the Contract, at the time of Delivery of the Equipment to the Delivery point, risk of loss, deterioration and damage of the Equipment shall pass to Buyer. Buyer shall purchase and maintain insurance for coverage against loss, deterioration and damage of the Equipment in an amount equal to at least the aggregate purchase price of the Equipment and Services to be provided under the Contract until final payment of the purchase price is made to CPM. Title to the Equipment shall pass from CPM to Buyer only upon payment in full of the purchase price.

9. **SAFETY REQUIREMENTS:**
   a. Buyer shall use, and shall train and require its employees and agents to use, all safety devices, guards and proper safe operating and maintenance procedures as prescribed by all applicable laws, rules, regulations, codes and standards and as set forth in any operating and maintenance manuals and instruction sheets furnished by CPM. Buyer shall not remove or modify any safety device, guard or warning sign. If Buyer fails to observe any of the obligations set forth in the preceding two sentences with regard to any of the Equipment, CPM shall not be liable for any bodily injury, death or property damage arising from such failure. CPM shall not be liable for any bodily injury, death or property damage due to use of the Equipment for materials or products not specified in the Contract or use of replacement parts not specifically authorized in writing by CPM or due to changes in the Equipment made by Buyer without CPM's written authorization. If the terms of the Contract do not require CPM to install and commission the Equipment, Buyer shall assume full responsibility for operation, training and verification of all aspects of health and safety with respect to the Equipment, and CPM shall not be liable for any claims, liability, losses and obligations arising directly or indirectly from the installation or commissioning.
   b. Buyer shall provide any CPM employee or representative who is present at Buyer's facility(ies) for any purpose (including without limitation providing the Services, advisory services for commissioning, installing, maintaining, or repairing the Equipment) with adequate training regarding all safety devices, guards and proper safe operating and maintenance procedures applicable to the Buyer's facility(ies); a safe environment; and all necessary personal protective equipment necessary to be present at Buyer's facility(ies). If CPM, its employees, or representatives incurs a loss due to Buyer's failure to appropriately and adequately provide the foregoing, Buyer shall be liable for such loss.
   c. The safety of CPM's employees and representatives is of the highest importance. CPM reserves the absolute right, in its sole discretion, to refuse to enter onto or participate in any work at Buyer's facility(ies), including providing the Services, if CPM or its employees or representatives determine that Buyer does not have appropriate minimum safety requirements in place. Minimum safety requirements that CPM will evaluate include, but are not limited to: a properly designed, tested, and functioning sprinkler system based on NFPA 36 requirements; proper access and exits from the extraction area in the event of emergency; documented employee training on solvent risks and emergency fire system use; easily accessible fire equipment, including sufficient water supply and fire hoses; appropriate systems to prevent over-pressure in the event of power failures; and a spill management system including appropriate drains and a skim pit. Buyer agrees to provide CPM any and all minimum safety requirement documentation requested by CPM and to promptly address any minimum safety requirement concerns identified by CPM.

10. **INSTALLATION:**
    a. Unless otherwise specified in a Quotation, Buyer shall be responsible for arrangement of all installation of the Equipment and all costs thereof.
    b. Buyer also certifies that they have the necessary skills and knowledge to repair machines, or have contracted with professionals that exhibit such knowledge and skill. Buyer may request CPM to advise on installation of provided components. This service may incur additional charge, price to be agreed upon prior to commencement of such work.

11. **WARRANTIES:**
    a. CPM expressly warrants that the Equipment manufactured and designed solely by CPM will be free from defects in material or workmanship for a period of one (1) year from the date on which the Equipment is commissioned or eighteen (18) months from when the Equipment is ready for transportation to Buyer, whichever occurs first (the "Warranty Period"). Buyer shall promptly notify CPM in writing of any alleged defects identified during the Warranty Period. For any defects discovered during the Warranty Period, CPM may repair or replace, at its sole option and expense, any defective Equipment at Buyer's location, or CPM may request that Buyer deliver the allegedly defective Equipment to a location designated by CPM. Such repair or replacement shall be Buyer's sole and exclusive remedy for defective Equipment or any part

thereof. CPM assumes no responsibility and shall have no liability for any repairs or replacements by Buyer without CPM's prior written authorization or any defects discovered after the expiration of the Warranty Period. Buyer shall be responsible for, and CPM shall have no liability for, the costs of transporting, shipping, removing or segregating any defective Equipment so that the repairs or replacements can be made or the costs of transporting, shipping, insuring or installing any repaired or replacement Equipment at Buyer's location.

b. CPM expressly warrants to Buyer that CPM will perform the Services in a professional and workmanlike manner. Buyer's exclusive remedy for CPM's breach of this warranty shall be, at CPM's option, to either re-perform the defective Service or refund to Buyer the purchase price attributable to such defective Service. CPM shall have no liability to Buyer for any deficiencies in Services claimed by Buyer more than one (1) year from the date on which such Services were performed.

c. EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS, BUYER HEREBY WAIVES AND CPM HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND CPM DISCLAIMS ON BEHALF OF ITSELF, ITS SUBCONTRACTORS AND SUBSUPPLIERS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A SPECIFIC PURPOSE, SUITABILITY, PERFORMANCE OR CAPACITY. NO OTHER PROMISE OR AFFIRMATION OF FACT SHALL CONSTITUTE A WARRANTY OF CPM OR GIVE RISE TO ANY LIABILITY OR OBLIGATION ON THE PART OF CPM.

d. IN NO EVENT SHALL CPM OR ITS SUBCONTRACTORS OR SUBSUPPLIERS BE LIABLE OR RESPONSIBLE TO BUYER FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS OR BUSINESS INTERRUPTION, LOSS OF USE OF PRODUCTIVE FACILITIES OR EQUIPMENT, COSTS OF PRODUCT RECALL, PLANT DOWNTIME, DAMAGE TO OR LOSS OF PRODUCT, CHEMICALS, FEEDSTOCK OR RAW MATERIALS, LOSS OF REVENUES OR PROFITS OR LOSS UNDER PURCHASES OR CONTRACTS MADE IN RELIANCE ON THE PERFORMANCE OR NON-PERFORMANCE OF THE EQUIPMENT OR SERVICES, WHETHER SUFFERED OR INCURRED BY BUYER OR ANY THIRD PARTY OR FOR ANY LOSS OR DAMAGE ARISING OUT OF THE SOLE OR CONTRIBUTORY NEGLIGENCE OF BUYER, ITS EMPLOYEES OR AGENTS OR ANY THIRD PARTY) ARISING OUT OF OR RELATED TO THE CONTRACT OR THE TRANSACTIONS CONTEMPLATED THEREIN, EVEN IF CPM SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

e. CPM shall have no obligation under any warranty set forth in this Section 11 in the event that (i) repair or replacement of any of the Equipment is required through normal wear and tear or necessitated in whole or in part by catastrophe or the fault or negligence of Buyer or any third party, (ii) any of the Equipment is modified in any manner without the prior written consent of CPM, (iii) the Equipment is not used, installed, maintained or operated in accordance with CPM's instructions, precautions or specifications or standard industry practices, whether by Buyer or any third party, (iv) the Equipment is used for processing product inconsistent with the feed characteristics set forth in the Quotation, but if no feed characteristics or feed specifications are stated in the Quotation, the Equipment is used to process product which is different from the product provided to CPM for testing prior to the Purchase Order being entered into, (v) Buyer fails to give prompt written notice to CPM before the end of the Warranty Period specifying all alleged defects in the Equipment purchased, or (vi) Buyer fails to preserve and turn over to CPM and permit reasonable inspection by CPM of all allegedly defective Equipment, parts or items and access to the Equipment to observe its startup, operation and maintenance.

f. To the extent possible, CPM shall assign any manufacturer warranties to Buyer.

12. **LIMITATION OF LIABILITY:**

a. BUYER AGREES THAT ALL DAMAGES AWARDED AGAINST CPM, REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION ON WHICH THE AWARD IS BASED, SHALL NOT EXCEED THE PURCHASE PRICE OF THE EQUIPMENT PAID FOR BY BUYER TO WHICH THE DAMAGES RELATE, IN THE EVENT THAT THE CAUSE OF ACTION IS BASED UPON THE EQUIPMENT PURCHASED BY BUYER.

b. BUYER AGREES THAT ALL DAMAGES AWARDED AGAINST CPM, REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION ON WHICH THE AWARD IS BASED, SHALL NOT EXCEED THE PURCHASE PRICE OF THE SERVICE PAID FOR BY BUYER TO WHICH THE DAMAGES RELATE, IN THE EVENT THAT THE CAUSE OF ACTION IS BASED UPON THE SERVICES PERFORMED FOR BUYER.

c. TO THE EXTENT THAT BUYER MAKES ANY CLAIM UNDER ANY FRAUD OR TORT THEORY FOR THE PURPOSE OF CIRCUMVENTING THE LIMITATIONS AND DISCLAIMERS SET FORTH HEREIN AND IS UNSUCCESSFUL IN PREVAILING ON THOSE CLAIMS, BUYER HEREBY AGREES TO REIMBURSE AND INDEMNIFY CPM FOR ALL EXPENSES AND COSTS (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES) INCURRED BY CPM IN DEFENDING SUCH CLAIM.

d. CPM SHALL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR ANY DAMAGES, LOSSES, COSTS OR EXPENSES INCURRED OR SUFFERED BY BUYER IN CONNECTION WITH ANY DRAWINGS OR SPECIFICATIONS PROVIDED TO BUYER BY CPM FOR EQUIPMENT WHICH IS NOT SUPPLIED TO BUYER BY CPM UNDER THE CONTRACT.

13. **STATUTE OF LIMITATIONS:**

No cause of action, regardless of its form, arising out of any transaction under the Contract may be brought by Buyer more than six (6) months after the cause of action has accrued.

14. **SECURITY INTEREST:**

Until the entire purchase price of the Equipment and Services is paid to CPM, including all unpaid interest and costs incurred by CPM on Buyer's behalf, Buyer hereby grants CPM a security interest in all of the Equipment sold under the Contract. Buyer agrees to cooperate with CPM to the extent necessary for CPM to perfect such security interest. The security interest created in favor of CPM pursuant to this Section 14 shall be a first priority security interest in all of the Equipment sold under the Contract. In the event of default in payment, CPM shall have and retain all rights of repossession and other rights available to a secured party under the laws applicable thereto. Any Equipment or parts may be separated from real estate for the purpose of repossession by CPM or its agent or representative without incurring any liability for such removal if Buyer is in default in payment. CPM is hereby authorized by Buyer to execute, deliver and file with all appropriate governmental agencies and authorities any and all assignments, financing statements and other documents which CPM may require in order to evidence or perfect such security interest in accordance with applicable laws.

15. **SELLER'S REMEDIES:**
    a. In the event of the insolvency of Buyer, CPM reserves the right to cancel the sale of any Equipment and Services as well as the right to stop delivery of the Equipment and to resell same.
    b. If a receiver is appointed, or if a petition in bankruptcy is filed by or against Buyer, CPM may, upon election, demand the entire purchase price stated in any current Purchase Orders or may without notice or demand by process of law, take possession of all or any of the Equipment which have not yet been paid for, wherever located, and retain all monies theretofore paid as compensation for the reasonable use of such Equipment. If the Contract is breached by Buyer and is placed in the hands of an attorney for collection of any balance due or enforcement of any other of CPM's remedies, Buyer agrees to pay all attorneys' fees and other expenses involved therein which are paid or incurred by CPM. All rights and remedies contained herein are cumulative and not alternative.
16. **SUSPENSION; TERMINATION; RETURNS:**
    a. Suspension can only be instituted upon the written approval of CPM, in which event, all costs of all Equipment delivered, all work done to the date of suspension on made to order Equipment, and Services already performed, plus overhead and profit, is promptly due and payable to CPM unless otherwise agreed in writing between CPM and Buyer. Buyer agrees that when the Contract is resumed, any increases in costs of labor or materials then in effect will be added by CPM to the original Purchase Order price and the new scheduled date of Delivery of the Equipment or date of performance of the Services shall be subject to CPM's then current backlog of projects, without any liability on behalf of CPM.
    b. In the event that CPM breaches any of its material obligations or any other material terms or conditions of the Contract, Buyer may, upon notice in writing to CPM, terminate and cancel the Contract, provided, that CPM shall have a thirty (30) day period to cure such breach. In the event CPM becomes insolvent or a receiver is appointed or a petition in bankruptcy is filed by or against CPM, Buyer may, upon notice in writing to CPM, immediately terminate and cancel the Contract. Upon a termination of the Contract by Buyer for any reason, CPM will make a reasonable estimate of the percentage of completion of all active Purchase Orders, including, previously performed Services, purchased items or materials for made to order Equipment, cancellation costs to CPM from suppliers, plus CPM's profit. Buyer's obligation will be to pay CPM the cost of the percentage of completion plus profit and cancellation charges which may be charged back by other manufacturers to CPM on items which CPM may have ordered to complete Buyer's Purchase Order. If the monies already paid to CPM by Buyer do not cover the foregoing, Buyer will be liable for any difference, which shall be promptly payable to CPM upon demand.
    c. Buyer shall not be permitted to terminate this Contract for convenience. Any attempted termination of this Contract not in accordance with Sections 16(a) or (b) shall be considered a material breach of this Contract and the unpaid portion of the total purchase price under this Contract shall become immediately due and payable to CPM, and CPM shall have no duty to mitigate damages.
    d. In no event shall title to Equipment or Services transfer to Buyer if this Contract is suspended or terminated, for any reason, unless and until (i) one-hundred percent (100%) of the total purchase price is paid to CPM, and (ii) CPM approves such transfer in writing. In the event any unfinished goods or Equipment are transferred to Buyer, all such goods and Equipment are transferred "AS-IS" without any warranties, express, implied, or otherwise, and Buyer shall pre-pay all shipping, packing, insurance, or other costs or expenses to transport such unfinished goods or Equipment.
    e. In no case are Equipment to be returned without CPM's written permission. Previously obtained Equipment accepted for credit are subject to a minimum service charge of 15% plus all transportation charges. Equipment made to order are not subject to return for credit under any circumstances. Any Equipment authorized for return must be securely packed so as to reach CPM without damage. Equipment reaching CPM in damaged condition may be accepted by CPM for credit at such value as shall be reasonable after determination by CPM of the extent of such damage, and CPM assumes no responsibility for damages suffered as a result of such returned Equipment prior to its receipt by CPM in good order and condition.
    f. In the event that Buyer at any time delivers the Equipment or any part thereof to CPM for repair, Buyer agrees that such delivery shall constitute Buyer's authorization to CPM to destroy or render unusable the Equipment or any part thereof in the event that it is found to be beyond repair, and which in accordance with CPM's safety guidelines is determined by CPM to be hazardous to operate as a result thereof.
17. **FORCE MAJEURE:**
    a. CPM shall not be responsible for any failure to perform its obligations under the Contract due to any contingency beyond its reasonable control, including but not limited to, acts of God, fires, floods, wars, epidemics or pandemics, sabotage, accidents, labor disputes or shortages, strikes, acts of terrorism, embargoes, breakdown of machinery, governmental laws, ordinances, rules and regulations, inability to obtain material, equipment or transportation, and any similar contingencies (each an event of "Force Majeure"). CPM will use commercially reasonable efforts to promptly notify Buyer in writing of the occurrence, expected impact, and anticipated duration of any event of Force Majeure. If an event of Force Majeure delays CPM's performance of its obligations under the Contract for more than one-hundred and twenty (120) days, CPM, may at its option, terminate the Contract without any further liability or obligation to Buyer. For the avoidance of doubt, in no event shall an event of Force Majeure excuse any payment obligations of either Party under this Contract.
    b. CPM shall not be liable for any loss or damage resulting from: (i) Buyer failing to supply any necessary technical data, as required; (ii) Buyer failing to supply any apparatus, materials and services required; (iii) any changes in designs or specifications made by Buyer subsequent to acceptance of a Purchase Order by CPM; or (iv) any other reason beyond CPM's control.
18. **NOTICES:**
    Any and all notices under the Contract shall be sent by first class certified or registered mail to CPM, 2412 W. Aero Park Ct., Traverse City, Michigan 49682, attention: Charles Spearing, and to Buyer at the address and to the individual designated by Buyer to CPM in writing.
19. **WAIVER:**
    No waiver by CPM of any of the provisions of this Contract shall be effective unless explicitly set out in writing and signed by CPM. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Contract by CPM

shall operate or be construed as a waiver thereof. No waiver by CPM of any default of Buyer under the Contract shall be deemed to be a waiver of any subsequent or other default by Buyer.

20. **ENTIRE AGREEMENT:**
The Contract, together with these Terms and Conditions and all of the Quotations, attachments, exhibits and proposals included therein, which by this reference are made an integral part of the Contract, constitutes the entire agreement between CPM and Buyer relating to the subject matter of the Contract. No oral or other written agreements, understandings, negotiations or commitments shall be considered part of the Contract. Buyer has not relied upon any representations of CPM as to the prospective performance of the Equipment or sufficiency of the Services, but rather has relied solely upon its own inspection and investigation.

21. **MODIFICATION:**
No modification of the Contract or waiver of any of its terms or conditions shall be binding on CPM unless approved in writing by an authorized representative of CPM. No modification of the Contract shall be binding on CPM by the acknowledgment or acceptance of a form, including a Purchase Order, containing other or different terms or conditions, whether or not signed by an authorized representative of CPM.

22. **GOVERNING LAW AND DISPUTES:**
The Contract shall be governed by and construed in conformity with the laws of the State of Delaware, U.S.A., without giving effect to the conflict of law provisions now or hereafter in force in the State of Delaware, U.S.A. or the United Nations Convention on Contracts for International Sale of Goods. Any and all disputes or controversies arising out of or relating to the Contract or the existence or validity thereof, shall, at CPM's option, be arbitrated in Wilmington, Delaware, U.S.A. under the auspices of the American Arbitration Association in accordance with its existing Commercial Arbitration Rules, using at CPM's option, one or three neutral arbitrators. If CPM chooses three arbitrators, one must be an attorney with significant arbitration experience. In the event that CPM elects to enforce any of its rights under the Contract by means of arbitration, Buyer agrees to pay all of CPM's costs and disbursements, including reasonable attorneys' fees, the arbitrators' fees and the arbitration filing fees.

23. **INDEMNIFICATION:**
Buyer shall indemnify and hold CPM harmless from and against any losses or damages suffered or incurred by CPM in connection with any claims made by any vendors or suppliers that CPM is required by Buyer to use in connection with the transactions described in the Contract.

24. **ASSIGNMENT:**
Buyer cannot assign any of its rights or delegate any of its duties under the Contract without CPM's prior written consent.

25. **CONFIDENTIAL INFORMATION:**
All of CPM's Confidential Information shall remain the proprietary and confidential property of CPM or its subcontractor or subsupplier, respectively, and shall be used by Buyer only with respect to the work covered by the Contract and shall not be used by Buyer in connection with any other project. Such Confidential Information may only be shown or otherwise made available to Buyer's agents and representatives upon Buyer incorporating all of the confidentiality obligations set forth in this Section 25 into an agreement with such agents and representatives. Neither Buyer itself shall, nor shall Buyer permit any of its employees or agents to, reverse engineer, measure or otherwise technically examine or test the Equipment which are within Buyer's control without CPM's prior written consent. Any such Confidential Information which Buyer determines must be disclosed to its employees shall only be disclosed to its employees on a need-to-know basis for the plant design, installation, operation, maintenance, and repair of the Equipment. All Intellectual Property given or made available to Buyer under the Contract or obtained by Buyer from the Equipment or Services shall remain the exclusive property of CPM or its subcontractor and/or subsupplier, respectively. Buyer shall return all Confidential Information in its possession at CPM's request.

26. **SANCTIONS COMPLIANCE**
    a. The Buyer represents and warrants to CPM that the Equipment purchased hereunder shall be used only in the end destination specified on the Purchase Order. The Buyer covenants and warrants to CPM that the Equipment purchased hereunder shall not be diverted, exported, re-exported, shipped or otherwise delivered to any jurisdiction subject to embargo by the United States government (which, as of the date hereof, includes the Crimea region, the so-called Luhansk People's Republic and the so-called Donetsk People's Republic of Ukraine, Cuba, Iran, North Korea, and Syria), to any jurisdiction subject to embargo by the country of organization of CPM, to any parties which are blocked or otherwise subject to sanction by the U.S. government (such parties being listed on the consolidated U.S. screening list located at https://www.export.gov/csl-search and the consolidated UK screening list located at https://sanctionssearchapp.ofsi.hmtreasury.gov.uk/), or to any parties which are blocked or otherwise subject to sanction by the government of the country of organization of CPM.
    b. The Buyer's breach of any of the foregoing representations, warranties and/or covenants shall entitle CPM to immediately terminate this Contract and any remaining obligations of CPM hereunder. For the avoidance of doubt, CPM may not sell Equipment, spare or replacement parts, or provide services (including but not limited to commissioning, warranty and/or after-sales services) to any jurisdiction embargoed by the U.S. government, the government of the country of organization of CPM, to any parties blocked or otherwise subject to sanction by the U.S. government, or to any party blocked or otherwise subject to sanction by the government of the country of organization of CPM. CPM's refusal to do so shall not be considered a breach of its contractual obligations or commitments hereunder or give the Buyer any right to make a claim for breach.
    c. The Buyer shall further indemnify, defend, and hold harmless CPM from and against any and all losses, liabilities and damages arising from the Buyer's failure to comply with its representations, warranties and/or covenants hereunder, including but not limited to CPM's attorneys' fees and expenses.