

Terms and Conditions of US Domestic Sales

- 1. Sole Applicable Terms.** Customer acknowledges and agrees that, except to the extent Customer shall have objected to a specific term or condition herein in a writing executed by an executive officer of Customer and delivered to and actually received by Continental Resources, Inc. (ConRes) not less than five (5) business days prior to the earlier of (i) actual delivery of the goods, or (ii) scheduled delivery of the goods, the terms and conditions hereinafter set forth shall, together with the terms as to type, quantity and price of goods set forth on the reverse side or in the accompanying ConRes quotation or invoice, constitute the entire, final and sole contract and agreement (“Agreement”) between ConRes and Customer with respect to the purchase by Customer and the sale by ConRes of the goods, notwithstanding any additional or conflicting terms contained in any prior, contemporaneous or subsequent Customer notice, communication, acceptance, statement, document, purchase order, confirmation, facsimile or electronic mail transmission, unless such Customer term is set forth in a written agreement, made following such Customer objection and executed by an executive officer of ConRes, specifically acknowledging and agreeing to a modification or waiver by ConRes of a particular term or condition herein. Customer acknowledges and agrees that ConRes’s approval and acceptance (if at all) and, if approved and accepted, performance, of any Customer order is made in reliance on Customer’s agreements in this Section 1. These terms and conditions shall apply to and govern all Customer orders for ConRes goods. Any variation or deviation by ConRes from any of the below terms and conditions shall operate solely as a one-time waiver of such term or condition by ConRes and shall not constitute or evidence a custom or course of dealing between ConRes and Customer contrary or in addition to such term or condition.
- 2. Contract Formation.** Customer agrees that each contract for the purchase by Customer and sale by ConRes of goods shall be deemed to have been entered, made and formed in the jurisdiction of ConRes’s headquarters, the Commonwealth of Massachusetts notwithstanding the locus of Customer or of any agent or representative of Customer or of ConRes.
- 3. Delivery; Title; Rescheduling & Cancellation.** **Delivery by ConRes to Customer of all goods is F.O.B. ConRes’s Nashua, New Hampshire warehouse.** Title to all goods sold and delivered to Customer shall remain with ConRes until payment in full (of the purchase price and of all costs, fees, charges, expenses and taxes for which Customer is responsible hereunder) has actually been received by ConRes from Customer or on its behalf. Customer shall be solely responsible for and shall reimburse ConRes for all costs of delivery to carrier and carriage paid or incurred by ConRes in connection with delivery of the goods to Customer and transport of such goods to ultimate Customer destination, including, but not limited to, costs of packing, loading, unloading, reloading, carriage, handling, warehousing and other storage, and insurance. Customer agrees that ConRes may make, and Customer shall accept, partial deliveries; provided that if Customer specifically requires or requests only delivery in full, Customer agrees to pay ConRes’s Nashua, New Hampshire warehouse charges for warehousing of Customer-ordered goods pending such delivery in full. Customer may not defer, reschedule, postpone or delay delivery of any order except with the prior written consent of ConRes which may be given or withheld in ConRes’s sole discretion. Customer shall not have the right to withdraw, cancel, terminate, delay, postpone, defer or reschedule any order approved by ConRes because of any delay or other default in delivery which delay or default is due to any cause then beyond ConRes’s actual control.
- 4. Returns.** The ConRes will not accept return of goods, whether pursuant to a Customer warranty claim or otherwise, unless authorized by ConRes in a written “Authorization of Return Material” prior to return shipment, which shipment must be made in accordance with ConRes’s instructions. **All goods returned by Customer to ConRes shall be delivered to ConRes F.O.B. ConRes’s Nashua, New Hampshire warehouse.**
- 5. Payment; Taxes and Duties; Currency.** All ConRes invoiced charges are due and payable in full on the thirtieth (30th) day following date of ConRes invoice, for credit qualifying customers; otherwise, payment in full is due prior to scheduled delivery. Interest at the rate of 1 ½% per month, or the maximum rate permitted by law, whichever is less, will be computed on and added to the unpaid balance on all ConRes invoiced charges not paid on or before such due date. In the event that the Customer breaches this provision, is insolvent, or in ConRes’s opinion is suffering any credit impairment, ConRes reserves the right to demand immediate payment in full for all goods ordered and, until such payment is received, ConRes may, without liability to Customer and in addition to and not in lieu of any other rights and remedies ConRes has or may have in respect thereof hereunder, at law or in equity: withhold further deliveries in whole or in part, recall any goods in transit, and/or terminate or revoke any software or other licenses granted to Customer in connection with the sale of goods. ConRes prices do not include any bank charges, delivery charges described in Section 3 above, sales, excise or other taxes, duties, customs, levies, and/or imposts imposed, assessed or levied by any government or subdivision thereof on ConRes’s sale and delivery of goods to Customer, all of which (excluding taxes based solely on ConRes’s net income) shall be paid by Customer or, if paid by or collected from ConRes for the account of Customer, shall be reimbursed by Customer promptly following written demand. Unless otherwise specifically agreed to by ConRes in a writing signed by an executive officer of ConRes, all payments of Customer to ConRes shall be made in United States Dollars.
- 6. No ConRes Warranty.** ConRes makes no representations or warranties concerning the goods sold to Customer whatsoever. To the extent that any warranties given by the manufacturers of such goods are transferable by ConRes to Customer, ConRes hereby transfers such warranties to Customer effective upon delivery of the goods. In the event any goods sold by ConRes to Customer prove defective within the applicable manufacturer warranty period, ConRes agrees to use commercially reasonable efforts to facilitate repair or replacement of such defective goods by the manufacturer, subject to Customer’s compliance with the terms of all applicable manufacturer warranties. CONRES HEREBY DISCLAIMS ALL IMPLIED WARRANTIES

(WHETHER ARISING BY STATUTE, COMMON LAW OR OTHERWISE) WITH RESPECT TO ALL GOODS SOLD TO CUSTOMER, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CONRES DOES NOT WARRANT THAT USE OF THE GOODS WILL BE UNINTERRUPTED OR ERROR FREE, OR ARE SUITABLE TO CUSTOMER'S INTENDED USE.

7. Limitation of Liability. NOTWITHSTANDING ANY PROVISION HEREIN OR IN ANY OTHER WRITING OR COMMUNICATION OF OR BETWEEN CONRES AND/OR CUSTOMER TO THE CONTRARY, TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) IN NO EVENT SHALL CONRES BE LIABLE TO CUSTOMER OR TO ANY PARTY CLAIMING BY OR THROUGH CUSTOMER FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST REVENUE, LOST PROFIT, BUSINESS INTERRUPTION OR THIRD PARTY CLAIMS), REGARDLESS OF WHETHER SUCH DAMAGES ARE FORESEEABLE AND EVEN IF CONRES HAS BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES, AND CUSTOMER HEREBY AGREES THAT IT IRREVOCABLY WAIVES ANY AND ALL SUCH CLAIMS AND CAUSES OF ACTION IT HAS OR MAY IN THE FUTURE HAVE FOR SUCH DAMAGES UNDER ANY APPLICABLE LAW, STATUTE, RULE, REGULATION OR JUDICIAL DECISION; AND (B) CONRES'S TOTAL MAXIMUM AGGREGATE LIABILITY TO CUSTOMER FOR ANY AND ALL CLAIMS AND CAUSES OF ACTION, WHETHER IN TORT, CONTRACT, STATUTE OR OTHERWISE, ARISING UNDER THIS AGREEMENT OR RESPECTING ANY GOODS SOLD OR DELIVERED (OR AGREED TO BE SOLD OR DELIVERED) TO CUSTOMER BY CONRES OR ANY ACTION OR OMISSION OF CONRES IN CONNECTION THEREWITH SHALL NOT EXCEED THE ACTUAL PURCHASE PRICE PAID BY CUSTOMER TO CONRES FOR SUCH GOODS.
8. Governing Law; Arbitration; Venue. This Agreement and its formation and interpretation, disputes concerning any Customer order (whether pursuant to this Agreement or otherwise), and otherwise the relationship of the Customer and ConRes, all shall be governed by, and interpreted and enforced in accordance with the internal domestic laws of the Commonwealth of Massachusetts, without reference to its choice or conflict of laws provisions. Without limiting the generality of the preceding sentence, Customer and ConRes expressly disclaim application of the United Nations Convention on Contracts for the International Sale of Goods. In the event that any term, condition or provision of this Agreement conflicts with, or is inconsistent with, any term, condition or provision of Uniform Commercial Code Article 2 as then enacted in the Commonwealth of Massachusetts, the term, condition or provision of this Agreement shall govern, or, in the case of an inconsistency, the applicable term, condition or provision of such UCC Article 2 shall be applied in such a manner as to be consistent with such term, condition or provision of this Agreement. Any dispute between Customer and ConRes

concerning this Agreement, ConRes goods delivered to Customer, a Customer order or otherwise, other than any action by ConRes for nonpayment, shall be resolved only by submitting such dispute to binding arbitration in accordance with this Section 8. Arbitration hereunder shall be conducted in Boston, Massachusetts, in accordance with the rules and procedures then in effect of the American Arbitration Association, subject to the requirements of this Section 8. Arbitration shall be conducted by a panel of three (3) arbitrators, with each party selecting one arbitrator and the third selected by the first two. The decision of a majority of the arbitrators shall constitute the decision of the panel, shall be final and binding upon the parties for all purposes, and may be entered for enforcement in any court or tribunal of competent jurisdiction. The fees and expenses of any arbitration hereunder shall be borne equally by the parties (except that each party shall solely bear all fees and disbursements of its legal counsel, experts and witnesses); provided, that the prevailing party in any such arbitration shall be entitled to recover, and the arbitral panel shall so award to such prevailing party, all of such party's fees, costs, and expenses (including, without limitation, reasonable attorneys' fees) incurred in connection with the investigation, preparation, prosecution and/or defense of its case in such arbitration. The foregoing arbitration provisions shall not prevent ConRes from obtaining injunctive or other equitable relief from any court or tribunal of competent jurisdiction where such a remedy is appropriate in the circumstances. ConRes shall not be liable to Customer in any respect or in any amount for any Customer claim or cause of action made, asserted, brought or commenced against ConRes more than one (1) year (or such shorter period as permitted by applicable law) after such claim or cause of action accrues. ConRes may (but shall not be required to) bring any action for nonpayment in the appropriate federal or state courts located in Middlesex or Suffolk County, Commonwealth of Massachusetts, and Customer hereby submits to the personal jurisdiction of such courts for such purpose. Customer hereby appoints and constitutes the Secretary of the Commonwealth for the Commonwealth of Massachusetts as Customer's agent for service of process in connection with any such action by ConRes. The prevailing party in any such action brought by ConRes shall be entitled to recover its reasonable attorneys' fees and disbursements incurred in connection therewith.

9. Force Majeure. ConRes shall not be liable to Customer for any delay in ConRes's performance of, or ConRes's inability to perform, any of its obligations to Customer by reason of any cause beyond the then-actual control of ConRes, including, without limitation, acts of God, terrorism or the public enemy, fire, flood or other casualty, war, riot, embargo, strike or other labor unrest; interruption of supply, electric or other utilities, or manufacturing capacity, or transportation shortage.
10. Compliance with USA Export Law. Customer agrees that it shall not export any goods purchased from ConRes outside of the United States of America except in compliance with the US Export Administration Regulations.