



Date: 8/18/2020

To: Ken Reilly
Sabic Innovative Plastics

From: Brian Sharpe

Phone: (518)475-5655

Phone: (518) 210-7424 or
Email: brians@appliedmc.com

Quote # AMCQ31677

Project Reference: IPD 219-151 (Water Treatment Monitoring) Vortex Flow

Message:

Please find the attached quotation for the vortex shedding flowmeters for the subject project. Please note that the flow DP is based on the maximum flow rate of 50 GPM. All flowmeters will be factory calibrated 0-50 GPM.

We thank you for the opportunity to quote and please contact me with any questions that you may have.

Quotation For:

Sabic Innovative Plastics
Ken Reilly
1 Noryl Ave
Selkirk, NY 12158

Ship To:

Sabic Innovative Plastics
Ken Reilly
1 Noryl Ave
Selkirk, NY 12158

Quotation#: AMCQ31677

Quote Date: 08/18/20

Prepared By: Brian Sharpe

FOB: Newnan, GA

Valid For: 30 Days

Shipment Date: 3 WEEKS ARO

Terms: NET 30

Sales Person: Brian Sharpe

Please Address Order To:

Yokogawa Corp of America
c/o Applied Measurement & Controls
314 Hogan Road
Fairport, NY 14450

Project Reference IPD 219-151 (Water Treatment Monitoring) Vortex Flow

*******Purchasing Instructions*******

Please reference the Quotation Number – found in the upper right corner - in your Purchase Order and any other correspondence.

P.O.s can be sent to: order.entry@appliedmc.com or fax to 585-678-9095

Please do not send your order directly to your AM&C Sales Representative or the person who provided this quote to you. Doing so could delay the handling of your purchase order.

We appreciate the opportunity to provide this proposal for your consideration.

Item #	Qty	Manufacturer	Part Number	Unit Price	Ext. Price
1	2	Yokogawa Corp	DY025-JBMBA1-2D/FF1/SCT	\$2,875.50	\$5,751.00
		FIT-651107, FIT-802113			
		Vortex Shedding Flowmeter			
		DY025 .. 1 Inch ID			
		-J.....4 to 20mA DC, Pulse, HART 7 Communication Output			
		B.....CF8M Stainless Steel Body Material			
		M.....CD4MCuN Shedder bar			
		BA1.....ANSI 150 Flange type (Raised Face) Process Connection			
		-2.....ANSI 1/2NPT Female Electrical Connection			
		D.....With Indicator			
		/FF1.....FM Explosion Proof			
		/SCT.....Stainless Tag			
		Factory Calibrated 0-50 GPM Water = 4-20 mADC			



(1) Prices shown are applicable only to the quantities quoted herein. (2) Any change or deletion may require a quotation revision. (3) Quotation prices are subject to the approval of the manufacturer. (4) Unless specifically stated otherwise, AM&C and the manufacturer assume no responsibility for the installation, calibration, configuration, start-up, or loop tuning of the instruments quoted. (5) Unless previously agreed to this quotation is subject to either the manufacturers or AM&C's standard terms and conditions.

Item #	Qty	Manufacturer	Part Number	Unit Price	Ext. Price
2	1	Yokogawa Corp	DY040-JBMBA1-2D/FF1/SCT	\$2,884.50	\$2,884.50
		FIT-802113 Vortex Shedding Flowmeter DY040 .. 1.5 Inch ID -J.....4 to 20mA DC, Pulse, HART 7 Communication Output B.....CF8M Stainless Steel Body Material M.....CD4MCuN Shedder bar BA1.....ANSI 150 Flange type (Raised Face) Process Connection -2.....ANSI 1/2NPT Female Electrical Connection D.....With Indicator /FF1.....FM Explosion Proof /SCT.....Stainless Tag Factory Calibrated 0-50 GPM Water = 4-20 mADC			



3	1	Yokogawa Corp	DY050-JBMBA1-2D/FF1/SCT	\$2,911.50	\$2,911.50
		FIT-404107 Vortex Shedding Flowmeter DY050 .. 2 Inch ID -J.....4 to 20mA DC, Pulse, HART 7 Communication Output B.....CF8M Stainless Steel Body Material M.....CD4MCuN Shedder bar BA1.....ANSI 150 Flange type (Raised Face) Process Connection -2.....ANSI 1/2NPT Female Electrical Connection D.....With Indicator /FF1.....FM Explosion Proof /SCT.....Stainless Tag Factory Calibrated 0-50 GPM Water = 4-20 mADC			



SubTotal:	\$11,547.00
Shipping:	Prepaid + Added
Total:	\$11,547.00

(1) Prices shown are applicable only to the quantities quoted herein. (2) Any change or deletion may require a quotation revision. (3) Quotation prices are subject to the approval of the manufacturer. (4) Unless specifically stated otherwise, AM&C and the manufacturer assume no responsibility for the installation, calibration, configuration, start-up, or loop tuning of the instruments quoted. (5) Unless previously agreed to this quotation is subject to either the manufacturers or AM&C's standard terms and conditions.

digitalYEWFLO Performance Sheet

Customer:	Sabic	Date:	08/18/2020	Tag #:	FIT-404107
Fluid:		Fluid Type:	Water		
		Maximum	Operating	Minimum	
Flow (USgal/min):		50	25	12.50	
Pressure (psig):		10.00	10	10	
Temperature (°F):		120	120	120	
Density lb/ft ³ op:	61.71	Viscosity (cp):	0.553	Vapor Pressure (psig):	-13.00

Model	DY025	DY040	DY050	DY080	DY100	DY150	DY200
Line Size (in)	1.0	1.5	2.0	3.0	4.0	6.0	8.0
Meter Bore (in)	1.0	1.5	2.0	3.0	4.0	6.0	8.0
Qmax (USgal/m)	82.22	196.2	325.1	627.5	1095.3	2398.3	4288.3
Qlin	3.579	7.251	12.01	23.19	40.48	88.63	184.9
Qmin	3.545	7.251	12.01	{23.19}	{40.48}	{88.63}	{184.9}
Pd	5.726	1.006	0.366	0.0983	0.0323	0.00673	0.00211
Pmin (psig)	8.694	-8.772	-11.17	-12.51	-12.84	-12.97	-12.99
Recommended?	Preferred	Acceptable	Acceptable	{N/R}	{N/R}	{N/R}	{N/R}
Select Meter			Selected				

Notes:

1. The first section above outlines a set of process conditions. This sizing is valid only for those conditions.
2. The second section above describes the capacity of the various YEWFLO meters and recommends specific sizes for the described application. While YEWFLO meters may work outside of the ranges specified above, their accuracy may not meet the standard YCA specs.
3. YEWFLO rangability may be limited by wide ranges of operating pressure or temperature. For maximum turn-down, the spread of these values should be kept as narrow as possible.
4. Values enclosed by {} do not meet customer specified process parameters.
5. Pmin is the minimum upstream pressure required to prevent cavitation.
6. Pd is the unrecoverable pressure loss.
7. Consult the Flow Meter Sizing Program instructions for a more detailed description of the above page.

digitalYEWFLO Performance Sheet

Customer:	Sabic	Date:	08/18/2020	Tag #:	FIT651107,802113
Fluid:		Fluid Type:	Water		
		Maximum	Operating	Minimum	
Flow (USgal/min):		50.00	25.00	3.600	
Pressure (psig):		10.00	10.00	10.00	
Temperature (°F):		120.0	120.0	120.0	

Density lb/ft^3 op:	61.71	Viscosity (cp):	0.553	Vapor Pressure (psig):	-13.00
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Model	DY025	DY040	DY050	DY080	DY100	DY150	DY200
Line Size (in)	1.0	1.5	2.0	3.0	4.0	6.0	8.0
Meter Bore (in)	1.0	1.5	2.0	3.0	4.0	6.0	8.0
Qmax (USgal/m)	82.22	196.2	325.1	627.5	1095.3	2398.3	4288.3
Qlin	3.579	7.251	12.01	23.19	40.48	88.63	184.9
Qmin	3.545	{7.251}	{12.01}	{23.19}	{40.48}	{88.63}	{184.9}
Pd	5.726	1.006	0.366	0.0983	0.0323	0.00673	0.00211
Pmin (psig)	8.694	-8.772	-11.17	-12.51	-12.84	-12.97	-12.99
Recommended?	Preferred	{N/R}	{N/R}	{N/R}	{N/R}	{N/R}	{N/R}
Select Meter	Selected						

Notes:

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5. Pmin is the minimum upstream pressure required to prevent cavitation.
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7. Consult the Flow Meter Sizing Program instructions for a more detailed description of the above page.

digitalYEWFLO Performance Sheet

Customer:	Sabic	Date:	08/18/2020	Tag #:	FIT-802113
Fluid:		Fluid Type:	Water		
		Maximum	Operating	Minimum	
Flow (USgal/min):		50	25	7.3	
Pressure (psig):		10	10	10	
Temperature (°F):		120	120	120	

Density lb/ft ³ op:	61.71	Viscosity (cp):	0.553	Vapor Pressure (psig):	-13.00
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Model	DY025	DY040	DY050	DY080	DY100	DY150	DY200
Line Size (in)	1.0	1.5	2.0	3.0	4.0	6.0	8.0
Meter Bore (in)	1.0	1.5	2.0	3.0	4.0	6.0	8.0
Qmax (USgal/m)	82.22	196.2	325.1	627.5	1095.3	2398.3	4288.3
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Pd	5.726	1.006	0.366	0.0983	0.0323	0.00673	0.00211
Pmin (psig)	8.694	-8.772	-11.17	-12.51	-12.84	-12.97	-12.99
Recommended?	Preferred	Acceptable	{N/R}	{N/R}	{N/R}	{N/R}	{N/R}
Select Meter		Selected					

- Notes:
1. The first section above outlines a set of process conditions. This sizing is valid only for those conditions.
 2. The second section above describes the capacity of the various YEWFLO meters and recommends specific sizes for the described application. While YEWFLO meters may work outside of the ranges specified above, their accuracy may not meet the standard YCA specs.
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 5. Pmin is the minimum upstream pressure required to prevent cavitation.
 6. Pd is the unrecoverable pressure loss.
 7. Consult the Flow Meter Sizing Program instructions for a more detailed description of the above page.

STANDARD TERMS AND CONDITIONS

1. ACCEPTANCE

Acceptance of Purchaser's order is expressly subject to Seller's terms and conditions of sale, contained herein, which shall take precedence over any other conditions, and no contrary, additional or different provisions or conditions shall be binding on the Seller unless accepted by an officer of Seller in writing. If the terms and conditions contained herein differ in any way from the terms and conditions of Purchaser's order, this acknowledgement shall be construed as a **counteroffer** and shall not be effective as an acceptance of such order unless Purchaser assents to the terms and conditions contained herein.

The failure of Purchaser to object thereto in writing within ten (10) days from the date of receipt hereof shall constitute assent thereto. The terms and conditions contained herein shall constitute the complete and only agreement between Seller and Purchaser, it being intended by the parties that this document sets forth the entire agreement between the parties hereto as to purchase of goods (hereinafter referred to as the "Equipment") or the provision of services (hereinafter referred to as the "Work"). All orders shall only become legally binding upon acceptance by Seller.

2. PRICING

The prices in this quotation shall be void thirty (30) days from the date hereof or upon Seller's prior notification of a price change to Purchaser, whichever occurs first. The prices quoted herein do not include any federal, state, county, local or other taxes levied on the Equipment, its use or sale, or on the Work, or on this agreement by any jurisdiction either inside or outside the United States. Such taxes, where Seller is required by law to collect them, whether designated as sales tax, gross receipts tax, occupation tax, etc., will be billed to Purchaser based on the law in effect at the time of delivery unless Purchaser furnishes Seller with a proper tax exemption certificate. Purchaser shall reimburse Seller for any state, county, or local property taxes respecting the Equipment, imposed, assessed, billed or becoming due and payable by Seller on or after the date the Equipment or its component parts are located on Purchaser's premises or the premises of any subcontractor. The prices further do not include freight charges. Seller shall prepay transportation charges and Purchaser shall reimburse Seller for such charges within thirty (30) days of Purchaser's receipt of Seller's invoice. All transportation charges shall be stated separately from other charges.

3. DELIVERY

Deliveries shall be F.C.A Seller's facility. Seller will select a carrier to ship Purchaser's order to Purchaser's specified destination, unless Purchaser indicates a specific carrier. Distributed Control System ("DCS") shipments must be via air ride van. Any equipment that Purchaser obtains from Seller to replace Equipment damaged or lost in transit will be sold to Purchaser at Seller's standard prices in effect at the time of such replacement.

All shipping dates quoted by Seller are ARO (After Receipt of Order) by Seller, and reflect shipping dates, not delivery dates to Purchaser's facility. Shipping dates are approximate and are based upon prompt receipt by Seller of all necessary information. Delays due to missing information such as product specification sheets, or credit examination will be in addition to Seller's quoted shipping times and may impact the originally scheduled shipping date. Partial shipments may be made

unless specifically prohibited on Purchaser's purchase order. If

this contract calls for the shipment of goods in separate lots, or if partial shipments are made as herein authorized, this contract shall be deemed an "installation contract" within the meaning of the applicable law. Seller does not return Purchaser's acknowledgments. **ANY SHIPMENT DATE IS AN ESTIMATE. UNDER NO CIRCUMSTANCES SHALL SELLER HAVE ANY LIABILITY WHATSOEVER FOR LOSS OF USE OR FOR ANY SPECIAL, DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM DELAY REGARDLESS OF THE REASONS.**

4. INSTALLATION AND SITE PREPARATION

Seller agrees to supply instructions and drawings for Purchaser to install and operate the Equipment furnished hereunder. Where site preparation is required, Purchaser agrees at Purchaser's sole expense to: (a) Prepare the site in accordance with Seller's written site specifications; (b) provide labor and unpacking and locating the Equipment; (c) assume responsibility for compliance with local laws, electrical codes, etc; and (d) obtain any permits required for installation and use.

5. SOFTWARE

Seller owns and holds the exclusive copyright to any and all computer software to be transmitted as part of the Equipment. Seller, upon delivering the software to Purchaser, grants Purchaser a limited, non-exclusive license to use the software and related documentation in Purchaser's facilities only. Purchaser shall obtain no title, ownership nor any other rights in and to the software related documentation nor in or to the algorithms, concepts, designs and ideas requested by or incorporated in the software and related documentation. Purchaser agrees that it shall not, except for a back-up file copy, copy or reproduce, or permit to be copied or reproduced, the software or related documentation for any purpose. Purchaser shall not modify, or attempt to modify, the software. Nor shall Purchaser allow the software to be used on any equipment except that supplied by Seller as part of this order, or for the equipment for which this software is purchased. Additionally, Purchaser agrees that Purchaser will not transfer the software to any other person, except as agreed to, in writing, by Seller. Purchaser may not remove any copyright, trademark or other notice or product identification from the software and must reproduce and include any such notice or product identification on any back-up copy made of the software. Purchaser is further to hold this proprietary software confidential.

6. PAYMENT TERMS

Unless otherwise agreed to by Seller in writing, payment for each item specified in this acknowledgment shall be due no later than 30 days after shipment of the Equipment to Purchaser's facilities or performance of the Work. Partial shipments will be invoiced as shipped. Purchaser agrees that Seller specifically retains a security interest under the Uniform Commercial Code in all the Equipment and all proceeds thereof to secure payment of all amounts due from Purchaser to Seller. Any payment not made when due shall be subject to a charge of one and one-half percent (1-1/2%) finance charge per month or the highest allowed finance charge, whichever is less, on the unpaid balance and, if collected by or through an attorney at law, Purchaser shall also pay Seller fifteen percent (15%) thereof or the maximum amount allowed by law, whichever is greater, as

STANDARD TERMS AND CONDITIONS

Seller's reasonable attorney's fees, and shall also pay other costs of collection.

All Distributed Control System purchases shall be subject to the following progress payment schedule: 30% of the DCS order is due and payable at the time the DCS order is placed; 30% of the DCS order is due and payable upon the submittal of the design; 30% of the DCS order is due and payable upon the initiation of staging; and the final 10% of the DCS order is due and payable upon the completion of the factory acceptance test.

If at any time Purchaser does not make timely payments or Seller determines that the financial condition of Purchaser does not justify the terms of payment established, Seller may, at Seller's sole option, require full or partial payment in advance or shall have the right to cancel any purchase order and shall be reimbursed for Seller's reasonable and proper cancellation charges.

Either party may cancel a purchase order without liability if the other party becomes bankrupt, insolvent, or makes an assignment for the benefit of creditors.

7. WARRANTIES AND REMEDIES - EQUIPMENT

All Equipment sold hereunder is warranted to be free from defects in material and workmanship at the time of shipment to Purchaser. Defective Equipment or component parts thereof will be replaced or repaired, at the option of Seller, at Seller's facility, with transportation charges prepaid by Purchaser. Purchaser shall first contact Seller's Service Department at (800) 524-7378 during normal business hours (8-5 EST Monday through Friday) and obtain a Return Authorization (RA) number prior to returning any defective Equipment or component parts thereof, and shall clearly mark the return package with the RA number.

This warranty is subject to the following LIMITATIONS:

- 1) This warranty does not extend to any of Seller's Equipment which have been subject to misuse, accident, abuse, neglect, normal wear and tear, or improper installation or storage, maintenance or application, nor does it extend to products which have been repaired or altered outside of Seller's plant unless authorized in writing by Seller or unless such installation, repair or alteration is performed by an authorized representative of Seller.
- 2) If the defective Equipment is an "instrument" or a component part thereof, then every claim under this warranty shall be deemed waived by Purchaser unless made in writing within twenty-four (24) months from the date of shipment.
- 3) If the defective Equipment is a "system" or a component part thereof, then every claim under this warranty shall be deemed waived by Purchaser unless made in writing within eighteen (18) months from the date of shipment.
- 4) If the defective Equipment is "software," then every claim under this warranty shall be deemed waived by Purchaser unless made in writing within sixty (60) days from the date of shipment.
- 5) If the defective Equipment is "consumable products," then every claim under this warranty shall be deemed waived by Purchaser unless made in writing within the printed shelf life on the equipment, twelve (12) months

from the date of shipment or the date of initial installation, whichever is sooner. The consumable products include, but are not limited to, thermocouples, RTDs, pH electrodes, conductivity cells, O₂ cells, and recorder consumable products, such as charts, ribbons and ink pens (retained in their original sealed package).

- 6) If there is no defect discovered or the defect is not covered by the warranty, then Purchaser shall be responsible for payment for Seller's time at Seller's published service rates.
- 7) This warranty is intended solely for the benefit of Purchaser and is not transferable or assignable by Purchaser without the express written consent of Seller.
- 8) Should Purchaser fail to fully compensate Seller for any and all other material, labor, service or work, whether existing now or arising in the future, such shall release Seller from any obligation established herein until Seller is fully compensated, during which time the above-identified warranty periods shall not be tolled.
- 9) Third-party supplied hardware/software is warranted only to the extent of the stated warranty by the original manufacturer.

8. WARRANTIES AND REMEDIES- WORK

All Work provided hereunder is warranted to be free from defects in workmanship. Defective Work shall be repaired or replaced, at the option of Seller. Every claim under this warranty shall be deemed waived by Purchaser unless made in writing within twelve (12) months from the date of completion of the Work. The foregoing warranty does not apply to damage to the Work sustained by normal lack of maintenance or misuse by Purchaser or third parties, use of completed Work for purposes significantly different than those for which it was designed, or as a result of changes or additions to the Work made or done by third parties.

9. LIMITATION OF DAMAGES AND REMEDIES

SELLER SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR OTHER SIMILAR DAMAGES.

THE WARRANTIES DESCRIBED HEREIN ARE EXCLUSIVE AND GIVEN AND ACCEPTED IN LIEU OF ALL OTHER LIABILITY OR WARRANTIES ON THE PART OF SELLER, EXPRESS OR IMPLIED, IN FACT OR IN LAW. ALL IMPLIED WARRANTIES AND SPECIFICALLY THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

These warranties shall constitute Purchaser's sole and exclusive remedy and Seller's sole and exclusive liability with respect to this Agreement. Seller shall have no further obligation or liability upon the expiration of the warranty periods set forth above.

Seller's liability to Purchaser (or that of Seller's Agent/Representative) arising out of the supplying of the Equipment or the Work, or its use, whether based on warranty, contract, negligence (including without limitation strict liability) or otherwise shall not, in any case, exceed the cost of correcting defects in the Equipment or the Work as herein provided but shall, in all events, be limited to a maximum of the purchase price.

10. PATENTS

Neither the purchase nor use of any of the Equipment shall entitle Purchaser to any rights arising out of any of Seller's patents, copyrights or trademarks associated with the Equipment.

11. INDEMNIFICATION

Purchaser shall indemnify and hold Seller and its parent corporations, subsidiaries, affiliates, suppliers, manufacturers, subcontractors, officers, directors, employees and agents harmless from any liability or damage whatsoever, including any court costs and attorney's fees, arising out of or related to the use of the Equipment or software or the Work, including, but not limited to, any use in or with any nuclear installation or activity.

12. DISPUTES

At the discretion and sole election of Seller, Seller may require that any controversy, dispute or claim, of whatever kind, arising out of or relating to this Agreement, be resolved by and in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as from time to time amended and in effect. Any litigation or arbitration arising out of this Agreement shall be brought, maintained and administered in Coweta County, Georgia. Should Seller be successful, in part or whole, in prosecuting or defending any lawsuit or arbitration, then Seller shall be entitled to recover its litigation or arbitration expenses, including attorney's fees. **ANY CONTROVERSY, DISPUTE, OR CLAIM THAT PURCHASER MAY HAVE AGAINST SELLER MUST BE INITIATED NO LATER THAN ONE (1) YEAR AFTER THE CLAIM ORIGINATED.**

13. APPLICABLE LAW

This Agreement is made in and shall be governed by the laws of the State of Georgia, without giving effect to the conflict of laws provisions of the laws of the State of Georgia.

14. FAILURE TO FULLY COMPENSATE SELLER

Should Purchaser fail to fully compensate Seller for any and all other material, labor, service or work, whether existing now or arising in the future, such shall release Seller from any obligations herein or otherwise until Seller is fully compensated.

15. WAIVER

The waiver by Seller of any term, provision, or condition hereunder must be in writing and shall not be construed to be a waiver of any other term, condition, or provision hereof, nor shall such waiver be deemed a waiver of a subsequent breach of the same condition or provision on this order or on future orders.

16. AUTHORITY OF SELLER'S AGENTS

No agent, employee, or representative of Seller has any authority to bind Seller or form a part of the basis of this bargain to bind Seller or form a part of the basis of this bargain with any affirmation, representation, or warranty concerning the Equipment sold or Work provided under this Agreement, unless such affirmation, representation or warranty made by an agent, employee, or representative of Seller is specifically included within this written Agreement and accepted in writing by an officer of Seller.

17. EXPORT

Purchaser understands that certain Seller products and technical data are subject to United States export controls. Purchaser shall obtain any documents required by law or regulations of the United States or any other relevant jurisdiction for the export of Seller's products and technical data. Purchaser shall at all times abide by all United States laws and regulations, including the U.S. Export Administration Regulations, the U.S. International Traffic in Arms Regulations and the U.S. Foreign Assets Control Regulations that pertain to export and re-export of U.S. origin products and technical data, and any foreign origin products and technical data subject to U.S. jurisdiction. This includes any and all re-exports of U.S. products and technical data from one foreign country to another and release of technical data to a foreign national of another country. **ANY EXPORT OR RE-EXPORT OF SELLER'S PRODUCT OR TECHNICAL DATA CONTRARY TO UNITED STATES LAWS IS STRICTLY PROHIBITED BY THIS AGREEMENT.**

18. NUCLEAR

If Purchaser is a nuclear licensee of the Nuclear Regulatory Commission ("Nuclear Licensee"), then Purchaser warrants and covenants that Purchaser has obtained and will maintain financial protection against public liability resulting from a nuclear incident as required by 42 U.S.C. section 2210(a) such that Seller and its affiliates, subsidiaries, parent corporations, suppliers, manufacturers and subcontractors (collectively, "Seller Affiliates"), and the officers, directors, employees, consultants and agents of the Seller Affiliates (collectively, "Seller Related Parties"), regardless of tier or fault, are covered by such financial protection. Purchaser, on behalf of itself, its directors and officers, its subsidiaries and parent corporations, and the directors and officers of its subsidiaries and parent corporations, agrees to waive any and all claims or causes of action that it may have against Seller, Seller Affiliates and Seller Related Parties in any manner arising out of or related to a nuclear incident, whether such claims or causes of action may be asserted in contract, tort or otherwise (including strict liability), and whether asserted at law or in equity. The foregoing waiver shall specifically include claims or causes of action for consequential or indirect damages. Purchaser further agrees to defend, indemnify and hold harmless Seller, Seller Affiliates and Seller Related Parties, regardless of tier or fault, from and against any and all claims or causes of action for personal injury or property damage as the result of a nuclear incident as defined in 42 U.S.C. section 2014(q) in any manner arising out of or related to this transaction.

If Purchaser is not a Nuclear Licensee, but intends to re-sell any goods purchased from Seller to a Nuclear Licensee, then Purchaser warrants and covenants that it shall include the language set forth in the first paragraph of this Section 17 in its contract with the Nuclear Licensee. Purchaser agrees to defend, indemnify and hold harmless Seller, Seller Affiliates and Seller Related Parties against any and all claims resulting from Purchaser's breach of the foregoing covenant.