



PROPOSAL

BASF

SUFFOLK , 2301 WILROY RD , US

RFP Number :	CS123
Customer Reference Number :	CS123
Project Name :	Test Proj Line Items
Flowserve Proposal Number :	FLS123
CPQ Quote Number:	518878290
Proposal Date :	09-23-2017
Revision :	0

Flowserve Corporation

09-23-2017

BASF

2301 WILROY RDSUFFOLK23434-2021

US

Att: **BASF**

Subject: **Test Proj Line Items**
RFQ # CS123
Flowserve Proposal No: FLS123

Flowserve is pleased to submit our proposal in response to the above referenced project. This proposal is described in the enclosed commercial and technical sections.

Flowserve is one of the world's leading providers of pumps, valves, seals and services for the global infrastructure and process industries. Over the years, Flowserve has transformed itself in both size and structure to meet the increasing needs of our customers. Armed with broad product lines and technical services, Flowserve is uniquely positioned to serve your life cycle equipment needs. From inquiry to installation and startup of the equipment, Flowserve's product and industry specialists can offer expert support during every step of the process.

We appreciate the opportunity to offer our quality products and look forward to working with you further on this project. Should you have any questions concerning this proposal or require any additional information, please feel free to contact BASF at , or you can contact your local Flowserve Sales Engineer, at

Regards,

BASF

Application Engineer

CC: , Flowserve Sales Engineer.
 , Flowserve Sales Engineer.



, Representative.

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Table Of Contents

1 Price Summary	5
2 Validity.	5
3 Freight Terms	5
4 Quoted Delivery	6
5 Payment Terms	6
6 Commercial Remarks and Exceptions	6
7 Technical Remarks and Exceptions	7
8 Quality Inspection & Testing	7
9 Itemized Pricing	8
10 Alternate Solution Pricing	11
11 Drawings	17
12 Documentation	18

1 Price Summary

The combined total bid package price is 4400.

This price is comprised of the following items:

- The base price for valves and 3 actuators is \$4,400.00
- Incoterms Effects \$0.00
- Expedite Fees \$0.00

An itemized price sheet with individual item prices is included below. Alternate options and a list of recommended spare parts are also available in the itemized price sheet

2 Validity

- 2.1. Is valid for a 30 from date of this quote.
- 2.2. Includes standard packaging.
- 2.3. Does not include field or job site installation.
- 2.4. Does not include taxes and duties per incoterms.

3 Freight Terms

The freight terms are as following:

- 3.1 Ex Works (EXW). The shipping site(s) include:
//To do- Site attribute from config

4 Quoted Delivery

- 4.1 Delivery of all products is estimated at 16 ARO, subject to prior sale. See Itemized Price breakout for individual line item deliveries. This is conditional upon completion of the following items:
- 4.1.1. A formal purchase order.
 - 4.1.2. Any commercial and technical clarifications that need to be made after the purchase order is received.
 - 4.1.3. Agreed upon Terms and Conditions.
- 4.2. Partial delivery of individual line items is available upon request and confirmation from the factory.
- 4.3. Spare parts will be shipped with the last shipment unless otherwise requested

5 Payment Terms

- 5.1 The price quoted is subject to payments terms of net **Net 60**days .
- 5.2 Schedule of Payments:

6 Commercial Remarks and Exceptions

The following commercial remarks and exceptions apply to this quotation:

- Terms and Conditions: This quotation is per Flowserve Worldwide Terms and Conditions of sale.
- Origin of Materials: Flowserve utilizes materials and components of a global nature. All Flowserve facilities are certified to the latest ISO quality system specifications to insure quality to our customers.
- Disclaimer: This quotation is offered as is and is subject to both party's mutual agreement to acceptable terms and conditions.
- Exceptions noted: **India**

7 Technical Remarks and Exceptions

Technical Remarks & Exceptions

8 Quality Inspection & Testing

All items quoted in this proposal include the following below for selected line items:

- Quality Standards: Flowserve is certified to ISO 9001.
- See attached specification sheets for Quality inspection and testing.

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9 Itemized Pricing

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Item#	Quantity	Valve Model/ Parts/ Description	Actuator model/ Parts/ Description	Unit Price USD	Total price USD	Lead Time Weeks
1.0	5	2 inch : CL 150 : A350 LF2 : Flanged RF		\$1,000.00	\$4,400.00	16
1.1	2	Body_O_Ring		\$20.00	\$0.00	16
1.2	2	Seat_O_Ring		\$20.00	\$0.00	16
1.3	2	Stem_O_Ring		\$20.00	\$0.00	16
1.4	1	Stem_Cover_O_Ring		\$20.00	\$0.00	16
1.5	1	Trunnion_O_Ring		\$20.00	\$0.00	16
1.6	1	Body_Fire_Safe_Gasket		\$20.00	\$0.00	16
1.7	2	Seat_Fire_Safe_Gasket		\$20.00	\$0.00	16
1.8	2	Stem_Fire_Safe_Gasket		\$20.00	\$0.00	16
1.9	1	Stem_Cover_Fire_Safe_Gasket		\$20.00	\$0.00	16

1.10	1	Trunnion_ Fire_Safe_ Gasket		\$20.00	\$0.00	16
2.0	1	LFPS Actuators		\$1,884.00	\$0.00	16
2.1	1	GASKETS /SEAL KIT ACTUATO R LPS-15X-2 55B		\$100.00	\$0.00	16
3.0	1	LFPS Actuators		\$0.00	\$0.00	16
4.0	1	Argus TMBV		\$0.00	\$0.00	16

10 Alternate Solution Pricing

Item #	Quantity	Valve Model/ Parts/ Description	Actuator Model/ Parts/ Description	Unit Price USD	Total Price USD	Lead Time Weeks
1	1		Limatorque	\$1,144	\$1,144	11
2						
3						

Item #	Quantity	Description	Unit Price USD	Total Price USD	Lead Time Weeks
2.1		100010545	\$0.00	\$0.00	
1.6		1Body_Fire_Safe_Gasket_FCO_CPQ	\$20.00	\$0.00	
1.1		2Body_O_Ring	\$20.00	\$0.00	
1.7		2Seat_Fire_Safe_Gasket	\$20.00	\$0.00	
1.2		2Seat_O_Ring	\$20.00	\$0.00	
1.9		1Stem_Cover_Fire_Safe_Gasket	\$20.00	\$0.00	
1.4		1Stem_Cover_O_Ring	\$20.00	\$0.00	
1.8		2Stem_Fire_Safe_Gasket	\$20.00	\$0.00	
1.3		2Stem_O_Ring	\$20.00	\$0.00	
1.10		1Trunnion_Fire_Safe_Gasket	\$20.00	\$0.00	
1.5		1Trunnion_O_Ring	\$20.00	\$0.00	

Valve Data Sheet							
		Customer		Project			
		Quote Reference #		Inquiry #			
		Item #		Quote Rev #			
		Tag #'s		Quoted By			
		Quantity		Date			
VALVE	1	Valve Brand		QUALITY INSPECTION & TESTING	41	Fugitive Emission Test	
	2	Valve Model			42	Seat Leak Test	
	3	Valve Size			43	Assembled Hydrotest	
	4	Valve Rating			44	High Pressure Gas Test	
	5	Flange Finish			45	Magnetic Test	
	6	End Connection			46	Functional Test	
	7	Body Style			47	Customer Inspection	
	8	Valve Type			48	Customer Witness Test	
	9	Port Type			49	Hydrostatic Test	
	10	Body Material			50	Torque Test	
	11	End Connector Material			51	Radiograph ANSI B16.34	
	12	Ball/Disc Material			52	Cert Of Conformance	
	13	Ball/Disc Coating			53	Cert Of Origin	
	14	Shaft/Stem Material			54	Special Cleaning	
	15	Seat Material			55	Liquid Pen/Mag Particle	
	16	Seat Coating			56	Ultra Sonic	
	17	Body Connector Seal			57	Material Certification	
	18	Stem Thrust Seal			58	PMI	
	19	Gland Packing Material		59	Paint		
	20	Leakage Class/Standard		60	Paint Testing		
TORQUE VALUES	21	Body Drain		61	PED		
	22	Operator		62	Fire Safe		
	23	Safety Factor %		63	NACE		
	24	MAST		64			
	25	Break To Open		65	Dimensional Drawing		
	26	Run To Open		66	IOM		
	27	End To Open		67	Special Packaging		
	28	Break To Close		68			
	29	Run To Close		69			
	30	End To Close		70			
	31			71			
PROCESSING CONDITIONS	32	Media		72			
	33	State		73			
	34	Design Pressure		74			
	35	Design Temperature Max		75			
	36	Design Temperature Min		76			
	37	Operating Temperature		77			
	38	Operating Pressure		78			
	39	Shut Off Dr		79			
	40			80			

REMARKS			
	81		
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Pneumatic Actuator Data Sheet							
		Customer				Project	
		Project Reference#				Invoice #	
		Item #				Revision #	
		Tan #'s				Contract Rv	
		Quantity				Date	
ACTUATOR DATA	SOLENOID	1	Actuator Brand		41	Solenoid Brand/Qty	
		2	Actuator Model		42	Solenoid Model	
		3	Actuator Size		43	Solenoid Tag #	
		4	Actuator Type		44	Type	
		5	Fail Direction		45	Body Material/Volume	
		6	Actuator Orientation		46	Pipe Size/Electric Conduit	
	POSITIONER	7	Volume Tank		47	Directional Brand	
		8	Manual Override		48	Directional Model	
		9	Actuator Color		49	Material	
		10	Valve Type		50	Input Signal	
		11	Actuator Configuration		51	Transmitter	
		12	Trouble End Stop		52	Signal To Actuator Converter	
		13	Material Limitation		53	Switch Brand	
		14	Actuator PEF		54	Switch Model	
		15	Actuator Oil		55	Switch Type#	
		16	Actuator NACE		56	Switch Size/Quantity	
	SWITCHES	17	Signal		57	Switch Rating	
		18	Distributor/Modular		58	Cable Connection	
		19			59	Indicator	
		20			60	Housing Material	
OTHERS		21	MAWP		61	Filter Direction	
		22	Safety Exter SC		62	Coarse	
		23	MAST		63	Signal Control Valve/Qty	
		24	Open To Open		64	Quick Exhaust Valve/Qty	
		25	End To Open		65	Volume Booster/Qty	
		26	Break To Close		66	Tubing And Fittings	
		27	Open To Close		67	Exhausted Test	
		28	End To Close		68	Material Certification	
		29			69	Exclusion Proof Certificate	
		PROCESS	30	Media		70	Declaration Of Compliance
31	Min Supply Pressure			71	Certificate Of Conformity		
32	Max Supply Pressure			72	Calibration Report		
33	Min Ambient Temperature			73	Tested Element		
34	Max Ambient Temperature			74	PE and Mark Air Protection		
DOCUMENTS	35	Dimensional Drawing		75	PE or ASME Code Cert		
	36	Exhaustive		76	Directional Certification		
	37	Weight & Center Of Gravity		77	Positioner IP		
	38	IOM		78	Paint Type		
	39	Special Packaging		79	Paint Color		
	40			80	Paint Certificate		
DEMANDS							
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11 Drawings

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12 Documentation

List if Attached

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WORLDWIDE TERMS AND CONDITIONS OF SALE

1. APPLICABILITY: These Worldwide Terms and Conditions of Sale ("Terms") shall govern all sales of Seller's Equipment or Services to Buyer ("Order"). These Terms supersede any prior written or oral agreement, understanding, representation or promise, and any pre-printed or standard terms and conditions contained in Buyer's request for quote, purchase order, invoice, order acknowledgement, or similar document. These Terms may not be amended, supplemented, changed or modified except by concurrent or subsequent written agreement, signed by an authorized representative of Seller and Buyer. Seller's acknowledgement of Buyer's purchase order shall not constitute acceptance of any terms and conditions contained therein, regardless of how such terms and conditions may be prefaced or described.

2. DEFINITIONS:

"Buyer" means the company who accepted Seller's offer or is named in the Order.

"Equipment" means all equipment and parts manufactured and sold by Seller.

"Seller" means the company named on the Order for Equipment or Services.

"Service(s)" means work, direction of work, technical information or technical consulting and advice or other services furnished by Seller to Buyer.

3. DELIVERY / SUSPENSION / FORCE MAJEURE: For the delivery of Equipment within the United States, delivery shall be made EXW (in accordance with INCOTERMS 2010, as amended) Seller's plant. For the delivery of Equipment outside the United States, delivery shall be made FCA Seller's plant. Shipping dates are approximate and are based on prompt receipt of all necessary information. In case of delay in furnishing complete information, dates of shipment may be extended for a reasonable time. In the event Seller provides transport services these will be quoted as a lump sum price based on destination and shipping mode.

In the event Buyer requests a delay or suspension in completion and/or shipment of the Equipment or any part thereof for any reason, the parties shall agree upon any cost and/or scheduling impact of such delay and all such costs to Buyer's account. Any delay period beyond thirty (30) days after original scheduled shipment date shall require Buyer to (i) take title and risk of loss of such Equipment, and (ii) make arrangements for storage of such Equipment with the Seller or other party. Seller's invoice, which is contractually based on shipment, shall be issued upon Seller's readiness to ship the Equipment.

Seller shall not be liable for delay in delivery due to causes beyond its reasonable control including, but not limited to, acts of God, acts of government, acts of Buyer, fires, labor disputes, boycotts, floods, epidemics, quarantine restrictions, war, insurrection, terrorism, riot, civil or military authority, freight embargoes, transportation shortages or delays, unusually severe weather or inability to obtain necessary labor, materials or manufacturing facilities due to such causes. In the event of any such delay, the date of delivery shall be extended for a length of time equal to the period of the delay.

4. WARRANTY: Subject to the limitations in Section 17 herein, Seller warrants that the Equipment shall be free from defects in material, workmanship, and title. If it appears within twelve (12) months from the initial Equipment startup or until eighteen (18) months after shipment, whichever occurs first, that the Equipment or any part thereof does not conform to this warranty, and Buyer so notifies Seller within a reasonable time after discovery, Seller shall thereupon promptly correct such nonconformity by repair or replacement EXW Seller's factory or service center. Seller's sole obligation and Buyer's sole remedy under this warranty is repair or replacement at Seller's election. Seller's warranty obligation for Services shall be the earlier of either ninety (90) days from the date of initial startup or six (6) months after completion of the Service work. Seller shall not be responsible for any on-site costs, including removal and reinstallation of any warranted Equipment. Buyer agrees to provide Seller reasonable and clear access to its Equipment which may include removal of materials or structures as well as supplying any equipment, materials or structures which are necessary to provide reasonable access to the Equipment being repaired or replaced. All Equipment repaired or replaced will be re-warranted only for the remainder of the original warranty period. **THE EXPRESS WARRANTY SET FORTH HEREIN IS THE EXCLUSIVE WARRANTY OF SELLER, AND NO OTHER WARRANTY, EITHER EXPRESSED OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE, SHALL APPLY.** Seller is not responsible for repairs or alterations made by others without mutual written agreement between Seller and Buyer. Seller does not warrant the Equipment or any repair/replacement part against the effects of erosion, corrosion, or normal wear and tear due to operation or the environment. The warranty and remedies set forth herein are conditioned upon proper storage, installation, use and maintenance of the Equipment in all material respects, and in accordance with Seller's written recommendations. Replacement parts or repairs furnished under this warranty shall be subject to the warranty provisions herein for the remaining original warranty period.

5. PAYMENT: All prices are net cash thirty (30) days from date of Seller's invoice, unless otherwise stated in Seller's proposal, quotation, or offer. Should Buyer for any reason default in the payment of the contract of purchase, Buyer agrees to pay all collection costs, attorney fees and expenses incurred in collecting payment, including interest on the amount due at the maximum legal rate. All transportation, insurance and similar charges incident to delivery shall be paid by Buyer. Seller shall issue its invoice upon shipment, or upon notice to Buyer that Seller is ready to ship, whichever is earlier. Depending on the value of the order, Seller may at its sole discretion require progress payments. If Buyer's financial condition is or becomes unsatisfactory to Seller, Seller reserves the right to: (a) require payment from Buyer on a Cash In Advance (CIA) basis; (b) require a letter of credit or other acceptable security before shipment; or (c) cancel shipment at any time prior to delivery of the Equipment without further obligation or liability on the Seller's part.

6. CHANGES: Buyer may request modifications as to the amount, scope and/or nature of the Equipment to be supplied by a written change request. If, in the opinion of Seller, any modification will affect the agreed fixed price and/or time of delivery, Seller will notify Buyer thereof in writing and will not be obligated to perform any modification unless agreed to by Seller. Buyer shall confirm that such change is authorized and accepted by issuing an Order revision.

7. BUYER CANCELLATION: Buyer may cancel this Order only upon written notice and payment to Seller of reasonable and proper cancellation charges. Notwithstanding the foregoing, Buyer reserves the right to cancel any portion of an Order affected by any insolvency or suspension of Seller's operations or any petition filed or proceeding commenced by or against Seller under any state or federal law relating to bankruptcy, arrangement, reorganization, receivership or assignment for the benefit of creditors.

8. SET-OFF: All amounts that Buyer owes Seller under an Order shall be due and payable according to the terms of an Order. Buyer is prohibited from, and shall not set-off such amounts or any portion thereof, whether or not liquidated, against sums which Buyer asserts are due it, its parent affiliates, subsidiaries or other divisions or units under other transactions with Seller, its parent affiliates, subsidiaries or other divisions or units.

9. NON-DISCLOSURE AND NON-USE OF SELLERS' INFORMATION: Buyer agrees that it will not use Seller's data for the manufacture or procurement of Equipment which are the subject of an Order or any similar Equipment, or cause

said Equipment to be manufactured by, or procured from, any other source or reproduce said data and information or otherwise appropriate them without the written authorization of the Seller. Buyer agrees that it will not disclose or make available to any third party any of Seller's data or other information pertaining to this Order which is proprietary to Seller without obtaining Seller's prior written consent.

10. SPECIAL TOOLING AND DATA: Unless otherwise agreed in writing, all material, software, data processes, equipment, facilities and special tooling, which term includes but is not limited to jigs, dies, fixtures, molds, patterns, special taps, special gages, special test equipment, other special equipment and manufacturing aids and replacements thereof, used in the manufacture of the Equipment covered by an Order shall be and remains the property of Seller. Seller retains all rights, title and interest in drawings, engineering instructions, specifications, and all other written data, if any, furnished and/or specified to be supplied with the Equipment.

11. EXPORT / IMPORT: Buyer agrees that it will comply with all applicable import and export control laws and/or regulations, including without limitation those of the United States and/or other jurisdictions from which the Equipment and/or technology may be supplied or to which the Equipment and/or technology may be shipped. In no event shall Buyer use, transfer, release, import, export or re-export the Equipment and/or technology in violation of such applicable laws and/or regulations.

12. TAXES: Seller's price, unless otherwise agreed, shall be fixed and does not include, and Seller is not responsible for, payment of any tax levied for sales, use, excise, value-added, goods and services, business (franchise or privilege) or any duties, charges or other such taxes. Seller is only responsible for any tax imposed on Seller, by taxing authorities in Seller's jurisdiction, which are based on Seller's revenue, income, net income, net assets, net worth, or capital or any taxes imposed in lieu thereof. If Seller is required to pay any taxes or other charges that are the responsibility of the Buyer, then Buyer shall promptly reimburse Seller those amounts.

13. ASSIGNMENT: Neither party shall assign an Order or any portion thereof without the advance, written consent of the other party, which consent shall not be unreasonably withheld.

14. WAIVER / SEVERABILITY: Failure by Seller to assert all or any of its rights upon any breach of an Order shall not be deemed a waiver of such rights either with respect to such breach or any subsequent breach, nor shall any waiver be implied from the acceptance of any payment of service. No waiver of any right shall extend to or affect any other right Seller may possess, nor shall such waiver extend to any subsequent similar or dissimilar breach. If any portion of these Terms are determined to be illegal, invalid, or unenforceable, for any reason, then such provision shall be deemed stricken for purposes of the dispute in question and all other provisions shall remain in full force and effect.

15. APPLICABLE LAW / DISPUTES: This Order shall be interpreted in accordance with the laws of the jurisdiction in which the Seller's facility accepting the Order hereunder is located, exclusive of any choice of law provisions. The Seller and Buyer expressly agree to exclude from this Order the United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor thereto and the Contracts (Rights of Third Parties) Act of 1999. Except as otherwise specifically agreed in writing by Buyer and Seller, any dispute relating to an Order placed by a Buyer incorporated in the United States which is not resolved by the parties shall be adjudicated by a court of competent jurisdiction in the state of Texas. All disputes arising out of or in connection with an Order placed by a Buyer incorporated outside the United States that shall be finally settled by binding arbitration in London England, under the Rules of Arbitration of the International Chamber of Commerce then in effect by one or more arbitrators appointed in accordance with said Rules.

16. COMPLIANCE WITH LAWS / ANTI-BRIBERY: Seller and Buyer agree to comply with all applicable laws, regulations, codes and standards, including but not limited to those of the United States and other jurisdictions where the parties conduct business. Additionally, Buyer has not and will not offer, promise, authorize or make, directly or indirectly, any payments (in money or any other item of value), contributions or gifts to any non-U.S. government agency, department, official or government owned or controlled entity in order to obtain or retain business, or secure any other improper business advantage, which would violate the U.S. Foreign Corrupt Practices Act and/or any other applicable anti-bribery laws.

17. LIMITATION OF LIABILITY / EXCLUSION OF CONSEQUENTIAL LOSS: The remedies set forth herein are exclusive, and the total liability of the Seller with respect to this Order, or any breach thereof, whether based on contract, warranty, tort (including negligence), indemnity, strict liability or otherwise, shall not exceed the Order price of the specific Equipment or Service which gives rise to the claim. In all cases where Buyer claims damages allegedly arising out of defective or nonconforming Equipment or Services, Buyer's exclusive remedies and Seller's sole liability shall be those specifically provided for under Section 4 "Warranty". **IN NO EVENT, WHETHER ARISING BEFORE OR AFTER COMPLETION OF ITS OBLIGATIONS UNDER THE CONTRACT, SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING BUT NOT LIMITED TO LOSS OF USE, REVENUE OR PROFITS, INVENTORY OR USE CHARGES, COST OF CAPITAL, OR CLAIMS OF CUSTOMERS) INCURRED BY THE BUYER OR ANY THIRD PARTY.**

18. GENERAL PROVISIONS: (a) No Action, regardless of form, arising out of transactions under the Order, may be brought by the Buyer more than one (1) year after the cause of action has accrued. (b) Any modification to these Terms must be set forth in a written instrument signed by a duly authorized representative of Seller. (c) In the event Buyer has reason to believe the Equipment could be subject to a claim for damages or personal injury, Buyer shall immediately provide Seller with written notice of such claim, and shall provide Seller reasonable opportunity to inspect said Equipment and/or investigate the basis for such potential claim. (d) **UNLESS OTHERWISE SPECIFICALLY PROVIDED IN SELLER'S QUOTATION, EQUIPMENT AND SERVICES HEREUNDER ARE NOT INTENDED FOR USE IN ANY NUCLEAR OR NUCLEAR RELATED APPLICATIONS. IF SELLER'S QUOTATION EXPRESSLY STATE THAT THE EQUIPMENT AND SERVICES ARE INTENDED FOR NUCLEAR OR NUCLEAR RELATED APPLICATIONS, SELLER'S ADDENDUM (P-62) FOR NUCLEAR LIABILITY PROTECTION IS HEREBY INCORPORATED.** Buyer (i) accepts the Equipment and Services in accordance with the restriction set forth in the immediately preceding sentences, (ii) agrees to communicate such restriction in writing to any and all subsequent purchasers or users, and (iii) agrees to defend, indemnify and hold harmless Seller from any and all claims, losses, liability, suits, judgments and damages, including incidental and consequential damages, arising from the use of the Equipment or Services in any nuclear or nuclear related applications, whether the cause of action be based in tort, contract or otherwise, including allegations that the Seller's liability is based on negligence or strict liability.

19. TRANSLATIONS / GOVERNING LANGUAGE: English shall be the legal language of this Order, and all parties waive any right to use and/or rely upon any other language, translation or interpretation. The parties specifically agree that in the case of any inconsistencies or interpretation disputes, the English language version shall control