

TERMS AND CONDITIONS OF SALE

1. **ACCEPTANCE:** Thank you for purchasing our products and/or services. We sell our goods and services exclusively under these terms and conditions of sale unless we have negotiated a different set and entered into a signed agreement modifying this document. Accordingly, our sale to you is limited to, and conditioned upon, your acceptance of these terms and conditions (referred to as the "Terms" in this document). These Terms supersede and replace all prior agreements, representations, discussions or negotiations, regardless of whether those prior events occurred in writing (including email's), by voice, through testing or samples, or by any other means. Our products and services are priced with the understanding that these Terms will apply to their sale. We may be willing to discuss other terms of sale but that may mean a corresponding adjustment in price. These Terms can only be modified in a writing signed by our authorized representative.

2. **PRICES AND PAYMENT:** Unless otherwise specified in writing, all prices are firm for thirty (30) days only from the date of offer, and payments are due net fifteen(15) days from the date of invoice except for deposits or down payments which are due in advance. Payments shall be made without deduction or set-off. Any amount not paid within 15 days after the due date shall bear interest at the lesser of 1.5 percent per month or the maximum rate of interest allowed by law, whichever is less. Credit terms may be suspended or changed at any time if, in our sole opinion, we believe your financial condition warrants. We may suspend our performance and refuse to deliver any further goods or services if you fail to pay any amount when due.

3. **SHIPPING, DELIVERY AND INSTALLATION:** Prices are in U.S. Dollars, F.O.B. our place of manufacture or point of shipment. Dates for the delivery of services or goods are approximate only and subject to variation or change. Insurance, packing, unloading and handling are not included unless otherwise noted. Unless otherwise agreed in writing, all installation will be Buyer's responsibility at its own expense.

4. **INSPECTION:** Upon prior written notice, you may make reasonable inspections of equipment and parts at our facility. We reserve the right to determine the reasonableness of the request and to select an appropriate time and location for such inspection. You must agree to appropriate confidentiality restrictions prior to visiting our facility. All costs of inspection shall be solely determined by us and shall be payable by you. No inspection or expediting by you at the facilities of our suppliers is authorized.

5. **CANCELLATIONS AND CHANGES:** Orders which have been accepted by us are not subject to cancellation or change except with our prior written agreement. Custom manufactured goods must be paid for in full even if the order is cancelled.

6. **DEFERRED SHIPMENT:** If shipment is deferred at your request, payment of the price will be due when you are notified the shipment is ready to be sent. If you fail to make payment or furnish shipping instructions we may either extend the time for so doing or cancel the unshipped portion of the order. In case of deferred shipment at your request, storage and other reasonable expenses attributable to such delay shall be payable by you, and

you will assume all responsibility and risk for loss of value in or damage to the goods.

7. **FORCE MAJEURE:** Each of us will be excused from performing our obligations if we are unable to do so by fire, flood, storm, accident, or other acts of God (referred to as a "Force Majeure Event" in this document). A Force Majeure Event will include any delay caused by any event beyond the reasonable control of the party. A Force Majeure Event that causes a delay greater than ninety days will entitle the other party to cancel the order. A Force Majeure Event may be used to delay a payment obligation for no more than ten days.

8. **WARRANTY AND REMEDIES:** Our warranties vary depending on the goods and services we are providing.

(a) **New Equipment and Parts.** We warrant to you that our new equipment and parts will be free from material defects in materials and workmanship for the duration of the Warranty Period.

(b) **Service.** We warrant to you that the service we provide will be performed in a good and workmanlike manner for the duration of the Warranty Period.

(c) **Used Equipment and Parts.** Unless otherwise agreed in writing by us, no warranty is provided for used equipment or parts and they are provided "AS IS."

(d) **Warranty Period.** For new equipment only, the "Warranty Period" is one year from the date of our date of shipment. For service and parts the Warranty Period is ninety days from the date the service or parts are provided to you, either at your facility or at ours.

(e) **Warranty Exclusions.** These warranties will not apply when: (i) the product, components or part was not manufactured by us or is covered by the warranty of another manufacturer; (ii) damage was caused by accident or neglect; (iii) damage was caused by a failure to follow all installation and operation instructions or manuals or to provide normal maintenance; (iv) damage was caused by unauthorized or improper installation of attachments, repairs or modifications; (v) damage caused by ordinary wear and tear; or (vi) any other abuse or misuse by you or any third party.

(f) **Warranty Remedies.** If a covered defect occurs for which we are given notice in writing during the Warranty Period, within a reasonable time we will repair or replace the defective product or service with new or used parts, at our option, at our own expense. Service and parts provided as part of our warranty repairs will be subject to the Warranty Period applicable to them, or the original Warranty Period, whichever occurs first. All warranty service is subject to our prior examination and approval and will be performed by us at either our facility or at the jobsite, as designated by us. All transportation in connection with warranty claims and service will be at your expense. If we are unable to repair the defective product or service to conform to the warranty after a reasonable number of attempts, we will provide, at our option, a reasonably similar replacement for the products or services or a full refund of the purchase price. These remedies are your exclusive remedies for breach of warranty. Unless otherwise agreed in writing by us, our warranty extends only to you and is not assignable to or assumable by any subsequent purchaser, in whole or in part, and any such attempted transfer shall render

all warranties provided hereunder null and void and of no further force or effect.

(g) EXCEPT FOR THE WARRANTIES DESCRIBED IN THIS DOCUMENT, WE HEREBY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. EXCLUSIVE REMEDIES; EXCLUSION OF DAMAGES: The remedies herein are the exclusive remedies available to you for breach and in lieu of all others available at law or in equity. In no event shall we be liable, and you hereby waive any claims against us and release us from liability to you, for any direct, indirect, special, punitive, incidental, or consequential damages regardless of the theory on which the claim is based, including breach of warranty, breach of contract, negligence, strict tort, or any other legal theory. These excluded damages include, but are not limited to, loss of profits, loss of savings or revenue, loss of use of the goods or services provided or any associated goods or services, cost of capital, cost of any substitute goods and services, facilities, downtime, the claims of third parties including customers, or injury to property. This limitation does not apply to claims for personal injury.

10. LIMITATION OF LIABILITY: Except for claims that arise from our gross negligence, our liability to you will be limited to an amount equal to the price you have paid for our goods and services.

11. OWNERSHIP: All drawings, designs and specifications supplied by us, or assembled by us, are solely our property. They are provided to you on the condition that they shall not be reproduced or copied in any manner whatsoever, in whole or in part, except for your internal use as necessary, and upon the further condition that, as our sole property, they shall not be transferred to others for any purpose not specifically authorized in a writing signed by us.

12. CONFIDENTIALITY: We each agree that we may receive from the other certain information which pertains to the disclosing party's business, properties or operations, including without limitation, proprietary processes, technical information and know how, financial and other data, customer lists, computer software and the like ("Confidential Information"). The receiving party agrees to hold in confidence any such Confidential Information for a period of five years from the date of disclosure. In addition, certain plans, drawings, and designs supplied by us to you or available by duplicating a part or piece of equipment constitute our valuable property and will remain solely our property and any information derived therefrom shall be regarded by as Confidential Information and shall not be disclosed to any third party without our prior written consent. Confidential Information will not include that (i) is in the public domain prior to the disclosure to the receiving party; (ii) is lawfully in the receiving party's possession prior to the disclosure by the other party; (iii) becomes part of the public domain by publication or otherwise through no unauthorized act or omission on the part of the receiving party; or (iv) is

independently developed by an employee(s) of the receiving party with no access to the disclosed Confidential Information.

13. SECURITY INTEREST: You hereby grant to us a purchase money security interest in all goods provided to you by us and any proceeds arising from or related thereto. We may record our security interest and you agree to promptly sign any security agreement, financing statement or similar document requested by us to further protect our interests.

14. PATENT INFRINGEMENT:

(a) We agree to defend, indemnify and hold you harmless against any third party claim that our goods infringe a U.S. patent issued as of the date of our acknowledgment and acceptance of your order but we make no assurances against infringement, unfair competition or similar claims which are based on the use of the goods with your process or in combination with other equipment not supplied by us. We will defend, indemnify and hold you harmless from any such claims provided you comply with the terms of this section.

(b) In the event a claim of infringement is actually brought against you, or you learn that one may be brought, you must notify us within 30 days. We may thereupon assume the defense of the claim at our expense. We will have the sole right to settle or otherwise compromise such a third-party claim, and we may modify the goods to avoid infringement if you are agreeable to the modification or repurchase the goods from you at a price equal to the then-current fair market value of the goods.

15. SOFTWARE LICENSE: If software is provided hereunder, you are granted a nonexclusive, royalty free license only for your use of the software provided with our goods. Under this license you may: (i) use our software in machine readable object code only and only with the products provided; (ii) copy our software into any machine readable object code form for back up purposes in support of your use of our software on the products provided; and (iii) create one additional copy of the software for archival purposes only. This license may not be assigned, sublicensed or otherwise transferred by you without our prior written consent.

16. SAFETY: Many of the products we sell may cause injury if not operated properly and for this reason all persons using or handling them should be experienced, knowledgeable and capable of protecting themselves and others from the risks associated with using this type of industrial equipment. Even if we make recommendations, you must see to it that the product will operate safely under the particular circumstances.

17. APPLICABLE LAW AND FORUM: This agreement and all disputes arising hereunder shall be governed by the laws of the State of Indiana without giving effect to the provisions thereof relating to conflict of laws and you expressly and irrevocably submit to the jurisdiction of the state or federal courts in such State which shall have sole and exclusive jurisdiction over any claim, suit, proceeding or action arising out of or related to this agreement.