

The foregoing proposal by INTERQUIP USA LLC hereinafter referred to as SELLER, is subject to the following terms & conditions of sale:

ACCEPTANCE – SELLER reserves the right to adjust prices if order is not received before thirty (30) days.

TITLE – Title to equipment and materials covered hereby, and to any and all additions for accessions thereto and substitutions, therefore, shall remain with the SELLER until BUYER has completed payment of the purchase price thereof.

ACCEPTANCE OF EQUIPMENT – BUYER is to accept the equipment within ten (10) days of completion; otherwise, BUYER is to notify SELLER in writing BUYER'S reasons for not accepting the equipment.

CONTINGENCIES – SELLER shall not be liable to BUYER for any loss or damage suffered by BUYER, directly or indirectly, as a result of SELLER'S failure to perform or delay in performing, any term of condition hereof, where such failure or delay is caused by fires, labor troubles, wars, embargoes, Government regulations or restrictions of any and all kinds, expropriations of plant by Federal or State authority, interruption of or delay in transportation, inability to obtain materials and supplies excess of demand for equipment over the available supply, accidents, explosions, acts of God, or other causes of like or different character beyond SELLER'S control.

PRODUCTION LOSS – SELLER is not to be held responsible for any time or production loss incurred by BUYER for whatever reason.

CANCELLATION & RETURNS – This order shall not be canceled without the consent of SELLER. Cancelled and returned orders are subject to a 15% restocking fee.

PRICE CHANGE AND PREMIUM TIME – Field labor has been priced on a forty (40) hour workweek, straight-time basis. SELLER is to be reimbursed for any added cost due to premium time work at the BUYER'S request, or delays or interruptions caused by BUYER.

PAYMENT – See Terms of Payment attached.

SAFETY DEVICES & FIRE PROTECTION EQUIPMENT – Safety devices and fire protection equipment other than those specified, if required, will be furnished at extra cost.

PATENT – The BUYER will be held harmless against claim of infringement of any United States patent now issued involving equipment designed and sold by SELLER, provided the BUYER gives SELLER immediate notice in writing of any notice of infringement or institution of suit or proceedings and provides SELLER with all needed information, assistance and authority. It is understood, however, that SELLER shall not be liable for infringement of any letters patent for any equipment engineered, developed, constructed, sold or used in accordance with BUYER'S design or recommendations or for any device or part that is specified by the BUYER.

RISK OF LOSS – The risk of loss or destruction of, or damage to, the equipment covered hereby from whatever cause, shall be on BUYER from and after delivery thereof, at FOB point, to BUYER; and in the event of any loss, destruction or damage, BUYER shall be liable for the full amount of the unpaid purchase price plus accrued interest. BUYER shall file and prosecute any claim for loss in transit and shall not withhold payments due SELLER until collection of such claims.

WARRANTIES – SELLER warrants good and unencumbered title to the equipment, SELLER will replace or repair F.O.B. factory, equipment in which defects, either in workmanship or material, have developed under proper and normal use during the period of one (1) year after date of delivery. SELLER'S liability is restricted to the replacement or repair of the defective parts alone and does not include any installation labor or expense involved or other contingent liability. Liability for any components manufactured by others but incorporated in the equipment to be furnished by SELLER, shall be limited to the guarantee or liability to SELLER of the manufacturer or supplier of such components. No warranty of the equipment is in

effect unless the equipment is erected and put into operation under SELLER'S supervision. SELLER assumes no responsibility in any manner for operation of the equipment in BUYER'S plant. SELLER does not warrant or guarantee the process of manufacture or quality of the product on or for which this equipment may be used. If properly operated by competent persons, the equipment should prove satisfactory and serve desired purpose.

ADDITIONS AND CHANGES – If additional equipment is purchased by BUYER from SELLER, or if substitutions are agreed upon and made, the terms and conditions of this contract shall be applicable thereto, the same as if such additional or substituted equipment had been originally purchased hereunder. Prices for any additions, changes or substitutions shall be at SELLER'S cost plus 15% mark-up at the date of same, plus charges for any engineering involved.

Any change in, or modification of, this contract, of the drawings or other scheduled data, shall be of no force or effect, or binding upon either party unless such change or modification be accepted by the parties in writing.

GENERAL TERMS COVERING ERECTION – If this contract provides for SELLER erecting the equipment sold hereunder, then such erection shall be subject to the following:

BUYER is to provide and pay for all necessary building and erection licenses and permits prior to the time of SELLER starting work. All necessary excavations, drainage piling, foundations masonry and concrete (including any concrete linings), and any drawings for the design thereof are to be provided and paid for by BUYER, and all foundation bolts, inserts, anchor bolts, and clips are to be provided, paid for and set by BUYER in accordance with SELLER'S drawings.

BUYER is to clear the site of erection, make ready the location in accordance with SELLER'S drawings, make all building alterations in accordance with SELLER'S drawings, etc. In case the above described preparation of site has not been performed by BUYER at the time SELLER'S erection supervisor arrives, BUYER is to reimburse SELLER for any extra expense incurred thereby; it is further understood and agreed that at SELLER'S option it may proceed at once with such work at BUYER'S expense. BUYER is to provide safe and convenient storage room, watchman service and other theft prevention protection for SELLER'S tools, material and equipment, and also adequate bench and working space for SELLER'S erection crew.

The price SELLER has made for the erection of this equipment is based upon the use of Non-Union Labor. The erection of this equipment is to be made during regular working hours only. All overtime premium pay earned for work demanded by BUYER shall be paid for by BUYER. If labor other than Non-Union labor is required, which will increase the cost of erection, BUYER shall reimburse SELLER for the cost of such other labor plus SELLER'S burden rate applicable to such cost.

All piping, plumbing work, and electrical wiring and electrical switches (except those that are an integral part of the equipment sold herein) necessary for processes and power incident to the operation of the equipment specified are to be provided by BUYER and coordinated with time of erection so as not to cause delays in completion of system. SELLER will comply with Workman's Compensation or Employer's Liability laws that apply to its own operations under this Contract.

SELLER will upon request furnish to BUYER certificates of coverage from insurance companies. SELLER'S agreement to erect does not change the FOB point, nor will freight be allowed to the location specified, unless otherwise stated.

ENTIRE AGREEMENT – This acknowledgment of order constitutes the entire agreement between the parties hereto, and such agreement shall not be amended, altered or changed except by a written agreement signed by the party to be charged. A purchase order covering the equipment specified herein shall be considered by both BUYER and SELLER to be merely an acceptance of this proposal and the terms and conditions which may be printed or contained on such a purchase order which are in conflict with or inconsistent with this proposal shall not be applicable.