

General Terms and Conditions of Sale

1. Scope: Unless otherwise agreed in writing, Seller's acceptance of Purchaser's purchase order is conditioned upon Purchaser accepting these Terms and Conditions. Seller sells its equipment and services in accordance with the following provisions.

2. Prices: Unless otherwise specified, quote prices are F.O.B. Sellers, or its supplier's plant, and if not accepted within 30 days from the date of this Proposal, are subject to change prior to acceptance of order by Seller. Prices do not include any sale or use taxes and either tax, as appropriate, will be added to the price unless Purchaser provides an exemption certificate.

If Purchaser is in default in any payments, Seller may declare all payments for work completed immediately due and payable, stop all further work until payments are brought current and/or require advance payment for further shipments.

3. Items Included: Each sale includes only the products and/or services described in Seller's proposal and in Purchaser's order as accepted by Seller.

Responsibility for proper operation of products if not installed or started up in accordance with Seller's instructions rests entirely with Purchaser.

4. Security Interest: Seller retains a security interest in and right of repossession to the products until the full purchase price has been paid. Purchaser will not encumber, nor permit others to encumber, said products until paid by any liens or security instruments. In the event legal action is necessary to enforce Purchase's obligation under this order, Seller shall be entitled to recover its court costs and reasonable attorney's fees if it

5. Shipments and Delivery: Seller shall use reasonable and diligent efforts to meet all specified delivery dates, but such shipment dates represent Seller's best estimate, and are not guaranteed and no liability, direct or indirect, is assumed by Seller for delay in shipment on such dates. Seller may not be declared in breach nor shall the order be subject to cancellation so long as Seller is making a bona fide effort to complete manufacturing and delivery. In any event, delivery is based upon the effective date of the order and subject to prompt receipt by Seller of all necessary information and instructions from Purchaser, including any required approval of drawings.

Unless otherwise agreed, all shipments are F.O.B. Seller's or its Supplier's factory and all claims for damage, delay or shortage arising from any shipment shall be made directly against the carrier by the Purchaser. Purchaser shall inspect the products and notify Seller of any damage or shortage within two (2) weeks of receipt. Failure to do so notify the Seller shall constitute acceptance by Purchaser relieving Seller of liability for damages or shortages.

6. Warranty: Seller warrants that for a period of one (1) year, after the date of shipments, all products manufactured by Seller shall be free from defects in material and workmanship. Seller will at its sole option either repair or replace at a location to be designated by it, any product defects which develop within such period under normal and proper use provided it receives prompt written notice of claim defects, which notice must be received no later than thirty (30) days after the end of the warranty period. This warranty shall not apply to any products altered or repaired outside Seller's or its Supplier's factory or with other than Seller's replacement parts, unless such repair was authorized in writing by Seller, or to products or parts subject to misuse, abuse, neglect, accident or damaged by improper installation or application. In no event shall Seller be liable for normal wear and tear, nor for any incidental or consequential damages due to inoperability of its products. THE FORGOING IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE: NOR SHALL SELLER BE LIABLE BASED UPON ANY CLAIM OF

NEGLIGENT DESIGN OR MANUFACTURE OF ITS PRODUCTS.

7. Patents: Notwithstanding any language to the contrary in specifications, purchase orders, or elsewhere, Seller shall not be responsible for any patent infringement or claim of patent infringement, with respects to products furnished in accordance with the Purchaser's specifications of design requirements, and Purchaser shall indemnify and save Seller harmless from all claims, demands or suits growing out of or based on any patent infringement, or claim thereof, arising therefrom.

8. Cancellation, Suspension, or Delay: If Purchaser requests or causes a cancellation, suspension or delay of Seller's work, Purchaser shall pay Seller all appropriate charges incurred up to date of such cancellation, suspension or delay, plus Seller's overhead and reasonable profit. Additionally, all charges related to and risks incident to storage, disposition and/or resumption of work shall be borne solely by Purchasers.

9. Limitation of Liability: Seller shall not be liable to Purchaser for any incidental or consequential damages of any nature for any reason whatsoever.

10. Changes and Back Charges: Seller shall not be obligated to make any changes in or additions to the scope of the work unless Seller agrees thereto and an equitable adjustment is made to price and/or delivery.

Seller will not approve or accept returns of or back charges for labor, material or other costs incurred in modification, adjustment service or repair unless previously approved in writing by an authorized employee of Seller.

11. Change in Design: With proper modification in writing to Purchaser, Seller reserves the right to modify the design and construction of products in order to incorporate improvements or to substitute material equal or superior to that originally specified. No charge shall be made at Seller's option.

12. Proprietary Information: All information furnished by the Seller is solely for Purchaser's use and shall not be disclosed to any third party without Seller's written consent.

13. Installation Service: Due to the inability to inspect the washer, Seller shall not be required to be responsible for any unforeseen conditions that may exist. Work required beyond the scope of the bid will be standard published rates and will require written authorization from Purchaser before being completed. Purchaser is responsible for drum integrity. Seller's personnel reserve the right to stop work to confer with mill personnel at any time.

Only work performed by Seller's authorized personnel will be warranted by Seller.

IN ORDER TO RETURN MATERIAL YOU MUST OBTAIN A RETURN AUTHORIZATION NUMBER FROM OUR SALES OFFICE. NO GOODS WILL BE ACCEPTED BY US WITHOUT A RGR NUMBER.