

CONDITIONS OF SALE GOVERNING ALL QUOTATIONS AND ORDERS

The following terms and conditions will govern all quotations and orders between Steelastic, LLC (“Steelastic”) and the purchaser (“Buyer”) of any and all goods and equipment sold by Steelastic (“Equipment”).

1. **CLERICAL ERRORS**

Steelastic reserves the right to correct clerical, arithmetical or stenographic errors or omissions in quotations, orders, acknowledgements, invoices or other documents.

2. **CANCELLATION OR CHANGES**

An accepted order may not be cancelled or changed, without the prior written approval of Steelastic. All orders cancelled or modified by Buyer shall be subject to, but not limited to, a reasonable cancellation charge or a change fee. Instructions to Steelastic by Buyer to cancel an order may be treated as a repudiation making the Buyer immediately liable for loss, expenses and other damages sustained.

3. **PAYMENTS**

All terms of payment shall be as specified by Steelastic in writing and shall be made in U.S. Dollars without set off or deduction. In the event no terms of payment are specified, then payment in full shall be due within thirty (30) days from the invoice date. If Equipment is ready for shipment on or after the scheduled shipping date and the equipment cannot be shipped because of Buyer's request for delayed shipping, or for any other reason beyond Steelastic's reasonable control, Buyer shall be invoiced for the Equipment (and Steelastic shall be paid) as though Equipment was shipped. Likewise, if Equipment cannot be commissioned (or other key payment milestones cannot be met) because of Buyer's request for delay or failure to be ready for the event, or for any other reason beyond Steelastic's reasonable control, Buyer shall be invoiced (and Steelastic shall be paid) as though the milestone had been met. Steelastic may decline at any time either to accept an order, or to ship the same, until Steelastic has received payment. Unpaid balances shall bear interest from the due date at the rate of 1.5% per month, or the maximum legal rate, whichever is less. Buyer agrees to pay reasonable costs, including reasonable attorney's fees, incurred by Steelastic to collect any amounts due hereunder.

4. **RISK OF LOSS**

Steelastic assumes no responsibility for delays, breakage or damage after having made delivery to a carrier, at which time all risk of loss for any cause passes to Buyer.

5. STORAGE

If shipment of Equipment is postponed by direction of Buyer, Steelastic may, after original scheduled date of shipment, pack, hold and invoice such Equipment as though shipped, same being held at Buyer's risk and subject to Steelastic's storage charges, and upon receipt of full payment by Steelastic, shall become the property of the Buyer. Equipment held for Buyer at Buyer's request shall be at Buyer's risk and expense. If Equipment has been shipped to Buyer but is not installed or commissioned in a timely manner due to reasons outside of Seller's control, Buyer must prepare Equipment for long term storage and to protect it from the elements. Any additional costs associated with improper protection and storage shall be at Buyer's risk and expense.

6. CLAIMS

Steelastic will not consider any claims for variances from, or shortages in, orders unless such claim is presented to Steelastic in writing within (30) days after receipt of Equipment by Buyer.

7. WARRANTY

Steelastic warrants only that Equipment sold and manufactured by Steelastic shall be free from defects in material and workmanship, under proper and normal use, within one year from date of commissioning or 18 months from the date of shipment, whichever is sooner, provided Buyer promptly notifies Steelastic in writing and, if requested, returns any defective part or parts, shipping prepaid. Steelastic's liability shall be limited to the cost of repairing or replacing such defective part or parts, FOB Steelastic's factory. Steelastic will not assume any expense or liability for repairs made to Equipment outside Steelastic's facility without Steelastic's prior written consent. Equipment and accessories supplied by other manufacturers are not warranted, but Steelastic will use reasonable efforts to secure for Buyer the benefits of warranties, if any, extended by the manufacturers of such equipment and accessories. Seller shall be under no liability for any breach of warranty for wearing and consumable parts or to the extent damage, defects and/or non-conformities are caused by (i) improper installation, use, maintenance or service, (ii) delays in notifying Seller of an alleged defect, or (iii) materials or components provided by or on behalf of Purchaser. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXCLUDED.

8. RETURN OF MATERIAL

Material may not be returned to Steelastic for repair, replacement, credit, or otherwise, without Steelastic's prior written authorization, and Steelastic will not accept any responsibility for materials returned without such authorization. All transportation costs incident to the shipment of any material to or from Steelastic under this or the foregoing paragraph shall be charged to the Buyer.

9. SALES AND SIMILAR TAXES

Unless otherwise stated, Steelastic's prices do not include sales, use, excise or similar taxes. Consequently, in addition to the prices specified, the amount of any present or future sales, use, excise or other similar tax applicable to the sale of these items described shall be paid by the Buyer or, in lieu therefore, the Buyer shall provide Steelastic with a tax exemption certificate acceptable to the taxing authorities.

10. THIRD PARTY INSPECTIONS

Buyer is liable for any third-party inspection costs.

11. SPECIFICATIONS & DRAWINGS

Specifications, statements, drawings and descriptions regarding weights, dimensions, rate of speed and/or capacity and other details supplied by Steelastic are approximate and descriptive only and not intended or designed as warranties and are subject to change without notice.

All drawings, technical documentation, plans, proprietary information and other similar items ("confidential information") provided by Steelastic for use by Buyer are the property of the Steelastic and Steelastic retains all copyrights with respect thereto. Buyer shall not, without Steelastic's prior written consent, disclose any

confidential information to any other person or entity. Buyer further agrees that Buyer will not use any confidential information for any purpose other than installing, operating, and maintaining the Equipment as anticipated by this agreement.

12. PRICES

Prices are subject to change without notice, unless otherwise noted in the quotation.

13. DELIVERY

Shipping dates are approximate and are based upon prompt receipt of all necessary information from the Buyer. Steelastic will not be liable for delay in performance due to causes beyond its reasonable control including, but not limited to, acts of God, acts of the Buyer, acts of third parties, acts of civil or military authority, priorities, government regulations (and changes thereto), fires, strikes, floods, epidemics, quarantine restrictions, war, riots, delays in transportation, car shortages, and inability due to causes beyond its reasonable control to obtain the necessary labor, materials and/or manufacturing facilities. In the event of any such delay, the scheduled date of performance or delivery shall be deferred for a period equal to the time lost by reason of the delay.

If shipment, by any other act or condition affecting payment for the Equipment, or any part thereof, shall be delayed on account of the Buyer, payment shall be due as though shipment had been made. In case of delay in shipment at the request of the Buyer, a reasonable storage charge shall be charged by Steelastic, and such storage will be at the risk of the Buyer.

Any added expenses incurred by Steelastic as a result of delays in receipt of details, specifications and/or other pertinent information, or because of changes requested by Buyer, shall be chargeable to Buyer, and the schedule for performance shall be adjusted accordingly.

Unless otherwise specified on the face hereof, delivery of Equipment shall be FOB, Steelastic's plant. Steelastic will use reasonable diligence to meet the scheduled dates for shipment and delivery, but cannot guarantee any specific delivery or completion date. Steelastic shall not be liable for any loss, damage, expense, or charge of any kind resulting from delay in delivery or shipment. In the event that Buyer arranges for transportation directly, including Buyer pick-up, Buyer takes full responsibility and liability for any and all loss, damage and/or delay from delivery of Equipment, F.O.B., Steelastic's plant. Liability for picked-up goods passes to Buyer when goods have been loaded on Buyer's carrier and signed for by the driver. Where a down payment is required of Buyer, Steelastic may withhold shipment until such time as the down payment is made. The only requirement of Steelastic to affect delivery shall be to deliver the Equipment to the carrier; Steelastic shall not be required to notify Buyer that delivery has occurred.

Liability for the Equipment shall pass to Buyer upon delivery to the carrier.

14. SOFTWARE LICENSE

System Operation Control Programs ("Programs") supplied with Equipment using Steelastic's control products, whether provided in transportable media or embedded within the Equipment, remain the property of Steelastic. Steelastic grants to Buyer a non-exclusive right to use Programs only in Equipment Steelastic designates. Buyer agrees that no Programs, regardless of the form in which it is embodied when received by Buyer, shall be made available to any other third parties, or used in any other Equipment without Steelastic's prior written consent. The ownership of Programs at all times remains with Steelastic. In the event Buyer makes an unauthorized use, duplication, or transfer of any Programs, Steelastic may terminate the right granted, and Buyer shall, upon and in accordance with Steelastic's request, return or destroy all copies of Programs then in Buyer's possession. Steelastic's right to terminate Buyer's right to use the Programs shall be in addition to any other rights and remedies Steelastic may have Buyer for the unauthorized use, duplication or transfer, including, but not limited to, Steelastic's right to seek damages for the same. In the event an unauthorized change or modification to the Programs affects the safety of the Equipment, Buyer agrees to defend, indemnify and save Steelastic harmless from and against any loss, damage, claim, expense or cause of action resulting from any personal injury or property damage resulting there from.

15. LIMITATION ON LIABILITY

Buyer assumes all risk and liability arising from, growing out of or connected with the operation and/or use of any and all Equipment and Buyer shall be deemed exclusively responsible for the proper and safe operation of the Equipment within the normal range of specifications of operations for which the Equipment has been designed and sold by Steelastic.

Buyer agrees that Steelastic shall not be liable for any loss, damage, or injury resulting from delay in delivery or installation of the Equipment. The maximum liability, if any, of Steelastic for all damages, including, without limitation, contract damages and damages for injuries to persons or property, whether arising from Steelastic's breach of the agreement, breach of any warranty, warranty, negligence, strict liability or other tort, shall be limited to an amount not to exceed the sum of all payments (without interest thereon) made by Buyer to Steelastic with respect to the Equipment at issue in the dispute. Buyer agrees that if Buyer and/or Buyer's representatives, agents and/or employees, alter and/or modify in any respect the Equipment covered by this agreement, which alteration and/or modification causes or in any way contributes to personal injury to any individual (including Buyer's employees) and/or damage to the property of any person (including Buyer), then Buyer shall defend, indemnify and hold harmless Steelastic and Steelastic's representatives, agent and employees, (collectively referred to as "Steelastic") from and against all claims, demands, actions, causes of actions and appeals, of any type, including actions at law or in equity brought against Steelastic by the injured individual(s) and /or person(s) and/or the representative and/or estate of any of the, excepting any losses, damages, expenses or claims arising out of the sole negligence or fault of Steelastic (hereafter collectively described as "indemnified claim"). Buyer additionally shall defend, indemnify and hold Steelastic harmless from and against all attorneys' fees incurred by Steelastic in the defense of any indemnified claim. Payment by or on behalf of Buyer of Worker's Compensation or any other benefits to an injured individual or person shall not in any way affect Buyer's obligations hereunder. Consideration for this provision shall conclusively be deemed to be the Steelastic's agreement to sell the Equipment to Buyer; a claim of lack of consideration for the obligations imposed upon Buyer by this provision shall not be a defense to the obligations of this provision. **IN NO EVENT SHALL SELLER OR ANY AFFILIATE OF SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES AND PROFITS OR CLAIMS ARISING FROM CONTRACTS BETWEEN BUYER AND ITS CUSTOMERS OR SUPPLIERS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

16. This offer is expressly conditioned upon acceptance of all the terms and conditions set forth herein, and any inconsistent or additional terms contained in the Buyer's order are hereby rejected unless expressly accepted in writing by Steelastic within ten (10) days after receipt of such order. Verbal agreements or representations shall not modify the terms and conditions of this offer.