

TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale ("Terms") set forth below express the complete and entire agreement between Customer and Seller. No prior agreements, negotiations, or representations shall be deemed to affect, alter, modify, amend, or supplement the terms and conditions contained herein. None of the terms and conditions contained herein may be amended, supplemented, modified, superseded, or otherwise altered without the prior written consent of an authorized representative of Seller and delivery thereof by Seller to Customer. Seller's performance of any contract is expressly made conditional on Customer's agreement to Seller's Terms and Conditions of Sale. Acceptance of any Product or service shall be deemed acceptance of the terms and conditions stated herein.

QUOTATIONS AND PRICES

All quotations are subject to these Terms

- (a) All published prices are subject to change without notice.
- (b) UNLESS OTHERWISE SPECIFIED IN WRITING, ALL QUOTATIONS EXPIRE THIRTY (30) DAYS AFTER DATE THEREOF.
- (c) All published prices or other quotations are intended as source of general information only and not as an offer to sell. All such prices are subject to confirmation by formal quotation by Seller.
- (d) Unless otherwise stated in writing by Seller, all prices quoted shall be exclusive of transportation, insurance, taxes, license fees, customs fees, duties, premiums, and other charges related thereto. All such taxes and fees shall be paid by Customer, either directly or by reimbursement to Seller. Any claim for exemption by Customer shall, if applicable, be effective only after receipt of proper exemption forms by Seller, but in no event after delivery has been made.

TERMS OF PAYMENT

Unless credit is granted, payment is due upon delivery. All payments for Products released and shipped on approved credit accounts shall be due in full thirty (30) days from date of invoice. Past due balance shall be subject to a service charge of 1-1/2% per month of the outstanding balance of the invoice, or the highest amount allowed by applicable law, whichever is lesser. Customer agrees to pay Seller's cost of collection, if any, on overdue invoices, including reasonable attorneys' fees. Seller may cancel or delay delivery of Products without notice to Customer in the event Customer fails to make timely payment.

SHIPPING AND RISK OF LOSS

Shipping will be made Ex Works (Incoterms 2010) unless otherwise mutually agreed in writing. Seller may insure to full value of the Products or declare full value thereof to the transportation company at the time of delivery and all freight and insurance costs shall be for Customer's account. Risk of loss or damage shall pass to Customer upon delivery of the Products to the carrier at the EXW point, whether or not installation is provided by or under supervision of Seller. All Products must be inspected upon receipt and claims should be filed with the carrier when there is evidence of shipping damage, either concealed or external. As used in the clauses appearing herein or attached hereto, "delivery" shall occur when the Product is delivered at the EXW point, which shall be the point of manufacture.

FORCE MAJEURE

Seller will make all reasonable efforts to observe its dates indicated for delivery or other performance. However, Seller shall not be liable in any way because of any delay in performance hereunder due to unforeseen circumstances or to cause beyond its control, including, without limitation, strike, lockout, war, fire, act of God, accident, failure or breakdown of components necessary to order completion, subcontractor, supplier or Customer caused delays, inability to obtain labor, materials, or manufacturing facilities, or compliance with any law, regulation, or order, whether valid or invalid, of any cognizant governmental body or any instrumentality thereof whether now existing or hereafter created ("Force Majeure"). Performance shall be deemed suspended during and extended for such time as any such circumstances or causes have been remedied, after which Seller will make and Customer shall accept performance hereunder. No penalty of any kind shall be effective. As used herein, "performance" shall include without limitation, fabrication, shipment, delivery, assembly, installation, testing, and warranty repair, or replacement as applicable.

ACCEPTANCE

Each Product furnished by Seller shall be deemed accepted by Customer unless notice of defect or nonconformity is received within ten (10) days of delivery thereof, provided that Products for which Seller agrees in writing to provide installation by its personnel, shall be deemed accepted by Customer upon completion by Seller of its applicable acceptance tests or execution of Seller's acceptance form by Customer. Notwithstanding the foregoing, use of any such Product by Customer, its agents, employees, or licensees, for any purpose after delivery thereof, shall constitute acceptance of the Product by Customer.

TERMINATIONS/RESCHEDULES

Termination and reschedule provisions shall be in accordance with Seller's standard practices and procedures unless otherwise specified by mutual written agreement. If materials have been processed for the order and can be restocked, a fifteen (15%) restocking charge shall apply. If materials were custom made or processed, as termed by Seller, they become the property of Customer, and Customer shall be obligated to pay Seller for all materials and labor costs incurred to the point of termination.

NEW PRODUCT WARRANTY

Seller warrants to the original purchaser that each New Product delivered shall be free from defects in material or workmanship at the time of shipment, and that each New Product delivered will meet the published specifications for that New Product or any contractually agreed upon specifications for a period of six months from the date of delivery. Seller's obligation under the New Warranty contained herein is exclusively limited to the repairing or replacing of any New Product that does not meet this New Warranty, provided that said New Product is returned to the Seller, transportation charges pre-paid, and provided that upon Seller's examination, the New Product when tested within the specified ratings, and in accordance with good engineering practice, does not meet the New Warranty contained herein. This New Warranty does not extend to any of the Seller's New Products which have been subject to misuse, neglect, or accident, nor shall it extend to wear and tear from normal use or material which has been altered or repaired outside of Seller's factory nor does this warranty extend to reconditioned products.

RECONDITIONED PRODUCT WARRANTY

Customer understands that product shipped to the Seller for reconditioning is considered salvage and has no value. Seller's sole liability for reconditioned product is the cost of the reconditioning service. NOTWITHSTANDING ANYTHING TO THE CONTRARY AND EXCEPT AS EXPRESSLY PROVIDED HEREIN, SELLER EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED OR STATUTORY AS TO ANY PRODUCTS OR SERVICES DELIVERED IN CONNECTION WITH THESE TERMS, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY OR OTHER QUALITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

WARRANTY REPLACEMENT AND ADJUSTMENT

All claims under warranty must be made promptly after occurrence of circumstances giving rise thereto and must be received within the applicable warranty period by Seller or its authorized representative. Such claims should include the Product type and invoice number and a full description of the circumstances giving rise to the claim. Before any Products are returned for repair and/or adjustment, written authorization from Seller or its authorized representative for the return and instructions as to how and where these Products should be shipped must be obtained. Any Product returned to Seller for examination shall be sent prepaid via the means of transportation indicated as acceptable by Seller, or as otherwise agreed in writing by Seller. Seller reserves the right to reject any warranty claim not promptly reported and any warranty claim on any item that has been altered or has been shipped by non-acceptable means of transportation. When any Product is returned for examination and inspection, or for any other reason, Customer will bear the risk of loss until the Products are delivered to Seller, notwithstanding any defect or nonconformity in the Product. Customer, at its expense, shall fully insure the Products against all loss or damage until the Products have been returned to Seller. In all cases Seller's determination with regard thereto shall be final. If it is found that Seller's Product has been returned, without cause and is still serviceable, Customer will be notified and the Product returned at Customer's expense. In addition, a charge for testing and examination may in Seller's sole discretion, be made on Products so returned.

DAMAGES AND LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, SELLER'S ENTIRE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, OTHER THAN WARRANTY CLAIMS, IN LAW AND EQUITY OR OTHERWISE WITH RESPECT TO ANY PRODUCTS OR SERVICES PROVIDED BY SELLER UNDER THESE TERMS IS SOLELY LIMITED TO THE AMOUNT OF THE PAYMENT, IF ANY, RECEIVED BY SELLER FOR THE APPLICABLE PRODUCTS OR SERVICES WHICH ARE THE SUBJECT OF CLAIM OR DISPUTE. IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, OF ANY KIND OR NATURE, INCLUDING BUT NOT LIMITED TO, LOSS OF USE OF PRODUCTION FACILITIES OR EQUIPMENT, LOST PROFITS, PROPERTY DAMAGE, EXPENSES INCURRED IN RELIANCE ON SELLER'S PERFORMANCE HEREUNDER, OR LOST PRODUCTION, WHETHER SUFFERED BY CUSTOMER OR ANY THIRD PARTY CLAIMING BY, THROUGH, OR UNDER CUSTOMER.

DISPUTES

These Terms shall be governed and construed in accordance with the laws of the State of Missouri, without reference to its principles of conflicts of laws. All disputes under this or any other contract concerning Products, not otherwise resolved between Seller and Customer, shall be resolved in a court of Missouri. Customer hereby consents to the exclusive jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof. No action, regardless of form, arising out of, or in any way connected with the Products or services furnished by Seller, may be brought by Customer more than one (1) year after the cause of action has accrued. In any dispute arising out of Customer's failure to pay for Seller's goods and services as provided herein, the prevailing party shall be entitled to recover reasonable attorney fees and costs, including those incurred for the purpose of enforcing a judgment. If any part of the terms and conditions stated herein is held void or unenforceable, such part will be treated as severable, leaving valid the remainder of the terms and conditions notwithstanding the part or parts found void or unenforceable.