

STANDARD TERMS OF SALE

Conditions of Sale

- 1. PRICES, TERMS OF PAYMENT, TAXES.** All quoted prices are prices in effect on the invoice date (unless quoted otherwise), or date of completion if shipment is deferred on purchaser's instructions, are F.O.B. point of shipment unless otherwise specified, and are subject to change without notice. Terms are net thirty (30) days to those with an established credit standing with Dellner Bubenzer USA, Inc. or who are satisfactorily rated in commercial reference books. Dellner Industrial, Inc. is not required to accept sales on open account and may choose to request C.O.D. payment, or payment in advance. Dellner Bubenzer USA, Inc. also requires a substantial deposit for special or non-stock purchases. Interest at the maximum allowable rate will be charged on all delinquent accounts. No discount will be allowed for prompt payment. Prices set forth on the face hereof do not include duty, sales or use taxes. Any duty, sales or use taxes that Dellner Bubenzer USA, Inc. is obligated by law to collect will be added to the invoice price. Payment shall be made to Dellner Bubenzer USA, Inc., at its office in Spring, Texas, USA and shall not be considered paid until Dellner Industrial, Inc. receives United States Legal Tender at the address listed on the face hereof.
- 2. QUOTATIONS.** Quotations are given for prompt acceptance and are valid for 30 Days unless otherwise agreed in writing. Quotations are generally held as price reference for a possible order and will not be binding unless otherwise agreed upon in writing. The submission of a quotation by Dellner Bubenzer, USA Inc. in response to purchaser's request, does not constitute an expression of acceptance of any term or condition which may have been set forth in purchaser's request. The terms and conditions of sale set forth herein are the only terms and conditions applicable to the sale of the products described on the face hereof, notwithstanding prior references.
- 3. INVOICE.** Where Dellner Bubenzer USA, Inc. does not issue either a quotation or a sales confirmation and ships products pursuant to purchaser's purchase order, such sale shall be subject to Dellner Bubenzer USA, Inc. Standard Terms and Conditions of Sale as set forth on Dellner Bubenzer USA, Inc. invoice. Any additional or different terms or conditions of sale set forth in the purchase order or other communication from purchaser are objected to by Dellner Bubenzer USA, Inc. and shall not be effective nor binding unless assented to in writing by an officer of Dellner Bubenzer USA, Inc.
- 4. WARRANTY.** Dellner Bubenzer USA, Inc. guarantees all products will leave the factory or distribution warehouse in good condition. The products are warranted against defects in workmanship and material for a period of one year after shipment. Adjustment under this warranty will be made only after completion of inspection of the part or product in our factory. Liability under the warranty shall extend only to the replacement or correction of any defective part or product as determined by Dellner Bubenzer USA, Inc. All materials must be returned freight prepaid with a prior approved Return Authorization Number. This warranty shall not apply to any product that has been repaired or altered without the specific knowledge and consent of



an authorized representative of Dellner Bubenzer USA, Inc.; or operated or installed in a manner contrary to the manufacturer's instruction; or subjected to misuse or improper maintenance; or has been damaged by accident or negligence. This warranty is made in lieu of all other warranties, expressed or implied, including but not limited to warranties of merchantability or fitness for a particular purpose, and there are no other warranties that extend beyond this expressed warranty. Dellner Bubenzer USA, Inc. reserves the right to discontinue models or to change specification at any time without notice. No discontinuance or change will create any liability on the part of Dellner Bubenzer USA, Inc. In respect to its products in the hands of customers or products on order not incorporating such changes even though delivered after any such change. Rotating equipment is potentially dangerous and should be properly guarded. The user should check for all applicable safety codes and provide suitable guarding.

5. RETURNS AND CANCELLATIONS. No purchase order with respect to which Dellner Bubenzer USA, Inc. has issued or indicated a sales confirmation may be canceled or the manufacture of products there under suspended after the date of the sales confirmation without written consent of Dellner Bubenzer USA, Inc. Dellner Bubenzer USA, Inc. consent may, at its option, be predicated upon a cancellation charge. Upon such cancellation or suspension at the request of purchaser, purchaser agrees to reimburse Dellner Bubenzer USA, Inc. promptly for all expenditures for material used, labor and engineering services performed, or for which Dellner Bubenzer USA, Inc. has obligated itself, a proportionate share of direct manufacturing, engineering, selling, general and administrative expenses included in connection with such purchase order as far as it has been contemplated, and the proportionate amount of the normal profits which would have been earned under the purchase order. In addition, purchaser shall also reimburse Dellner Bubenzer USA, Inc. for any extraordinary costs and other expenses attributable to such suspension or cancellation. In case purchaser rejects products on inspection, Dellner Bubenzer USA, Inc. must be notified in writing within fifteen (15) days from receipt of the product or Dellner Bubenzer USA, Inc. shall have no obligation to correct such defect. Dellner Bubenzer USA, Inc. shall then have the option of re-inspection at purchaser's plant or its own before allowing or disallowing purchaser's claim. Defects that do not impair service shall not be a cause for rejection, or recovery under any warranty.

NO PRODUCTS SHALL BE RETURNED TO Dellner Bubenzer USA, Inc. (WHETHER DUE TO CANCELLATION OF A PURCHASE ORDER OR FOR ANY OTHER REASON NOT THE FAULT OF DELLNER BUBENZER, INC. WITHOUT PRIOR WRITTEN AUTHORIZATION FROM DELLNER BUBENZER, INC.

An inspection and re-stocking charge on all returned items will, at Dellner Bubenzer USA, Inc. option, be required. Any request to return products shall include, in addition to other information reasonably requested by Dellner Bubenzer USA, Inc., a full description of the products, the date of the purchase order and Dellner Bubenzer USA, Inc.'s original invoice number.

6. SHIPMENT. Unless otherwise specified herein, all shipments are EX-WORKS OR F.O.B. or point of shipment indicated on the front hereof. Dellner Bubenzer USA, Inc. responsibility for shipment terminates upon the delivery of products herein referred to, the title thereto and any risk of loss, shall be considered as being transferred to the purchaser upon delivery to the common carrier for transportation to the purchaser and title to the products shall not revert to Dellner Bubenzer USA, Inc. by operation of law for any purpose. No claims for



shortages, damages or failure in delivery, whether by common carrier, parcel post or otherwise, may be made by the purchaser against Dellner Bubenzer USA, Inc. In the absence of written shipping instructions from purchaser, may ship the products freight collect to the purchaser upon delivery to the common carrier for transportation by any common carrier which it considers satisfactory or, if appropriate, in the opinion of Dellner Bubenzer USA, Inc. . Dellner Bubenzer USA, Inc. hereby retains a purchase money security interest in the products to secure the payment of the purchase price. Purchaser agrees that a reproduction hereof may be filed by Dellner Bubenzer USA, Inc. as a financing statement at any time, except as provided on the face hereof or as hereinafter provided; prices include packing for products destined within continental limits of the United States and Canada, An additional charge may be made for crating and for export packing and crating. All scheduled delivery dates are estimated based on a normal workload and all deliveries are subject to change without liability to Dellner Bubenzer USA, Inc.

7. MISCELLANEOUS. None of the Standard Terms and Conditions of Sale herein set forth may be added to, modified, superseded or otherwise altered except by a written instrument signed by an officer of Dellner Bubenzer USA, Inc., and delivered by Dellner Bubenzer USA, Inc. to purchaser. Each shipment received by purchaser from Dellner Bubenzer USA, Inc. shall be deemed to be upon the terms and conditions herein set forth, except as they may be added to, modified, superseded or otherwise modified as provided above, notwithstanding any terms and conditions that may be contained in any purchase order or other form of purchase, and notwithstanding purchaser's act of accepting or paying for the products or similar act of purchaser. No agent, employee, or representative of Dellner Bubenzer USA, Inc. has any authority to bind Dellner Bubenzer USA, Inc. to any affirmation, representation or warranty concerning goods sold. Unless an affirmation, representation or warranty made by agent, employee or representative is specifically included within a written agreement and signed by an officer of Dellner Bubenzer USA, Inc., it shall not be enforceable by purchaser. Any typographical or clerical error herein is subject to correction.

This document and the sale of the products described herein shall be construed in accordance with the laws of the State of Texas. Dellner Bubenzer USA, Inc. will not be liable for any losses or delays resulting from fire, flood, storm, strikes, force majeure or other circumstances beyond its control, which affect its operation or the operations of its suppliers.