

GENERAL: All quotations and orders to RELCON INC. (hereinafter, "Company") are subject to the following terms and conditions, and shall be governed by, subject to and construed according to the laws of the State of Indiana. The items and goods to be sold to Purchaser shall herein sometimes be referred to as the property.

WAIVER: Stenographic and clerical errors are subject to correction. All price lists are subject to change without notice. Orders become contracts only upon acceptance by the manufacturer. Any agreement or other understandings modifying the conditions of this contract for the sale of Property will not be binding unless made in writing by Company's home office. All quotations void after 30 days. Company shall not be responsible for misinterpretation of specifications after making a bona fide effort. Material quoted should be verified by Purchaser as conforming to any applicable specification and/or quantities.

WARRANTY AND DISCLAIMER: Orders are accepted and offers to sell are made under the conditions that Company cannot be liable for losses, detentions or delays occasioned by accident, strikes, fires affecting our operations or the operations of manufacturers or suppliers or any other similar or dissimilar causes Beyond the Company's control; Company assumes no responsibility, expense or liability for repairs, modifications or alterations to products without prior written consent.

To the extent that any equipment and/or parts that are the subject matter of this agreement are warranted by a manufacturer's standard warranty, then said manufacturer's standard warranty only, is the only warranty.

No guarantee is made against corrosion or chemical attack. Purchasers are expected to make their own tests to determine the suitability of the property for their particular purposes. Whenever the property has not been wholly fabricated by principal manufacturer, any adjustment for defects shall be limited to the extent of said manufacturer's recovery from the supplier of such property under the supplier's guarantee to the principal manufacturer.

This document contains the complete agreement of the parties. **THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF AND THERE ARE NO PROMISES, AGREEMENTS, IMPLIED OR EXPRESS WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY OR UNDERSTANDINGS OTHER THAN AS SET FORTH HEREIN.** Company shall not be responsible for any losses, expenses, damages, directly or indirectly, caused or occasioned to Purchaser or any third parties, whether the same be to property, contractual or otherwise resulting from the use or misuse of the property supplied hereunder. Further, Company shall not be responsible for damages, loss, lost profits, expenses, overhead, down time, or any loss to Purchaser or any third parties directly or indirectly related thereto, due to said property supplied hereby being faulty or for failure to deliver when due. or for failure of manufacturers or suppliers to deliver when due; Purchaser assumes full risk of loss therefor.

REJECTIONS: Claims of incorrect or defective property must be filed with Company office in writing within ten (10) days from receipt of said property. Company then has the option of re-inspection at Purchaser's plant, or at Company's plant, before allowing or rejecting Purchaser's claim. No property may be returned without first obtaining written permission from Company. Defects that do not impair satisfactory service shall not be a cause for rejection.

CANCELLATIONS AND RETURNS: Orders once placed and accepted can be canceled only with consent of Company and upon terms that will save Company and the manufacturer from loss. No merchandise may be returned for credit or adjustment without permission in writing from the manufacturer. Items manufactured of special design, size, or material will not be accepted for credit nor will cancellations of such orders be accepted without full compensation to the manufacturer and RELCON, Inc., for all expenses incurred after such orders are in production and for reasonable overhead and profit. On all property approved for return credit, a charge will be made to cover re-inspecting, reconditioning and transportation expenses, if any.

CHANGE OF DESIGN: Company's manufacturers reserve the right to discontinue the manufacture of or change or modify the design and construction of any property, in due course of their manufacturing procedure, without incurring any obligation to accept for credit, to replace or furnish or install such changes or modifications on property previously or subsequently sold.

DELIVERY: Promises of delivery are given as accurately as conditions will permit and every effort will be made to accomplish shipments on date or dates

mentioned; however, Company will assume no liability for damages arising out of failure to deliver property within the time promised.

SHIPMENTS: All prices quoted are F. O. B. shipping point unless otherwise stated in the quotation or in this document or agreement. Company's responsibility ceases with the delivery of property in good order to transportation companies. Delivery is not guaranteed at or to the destination. Claims for shortages or damage in transit must be made by Purchaser against the carrier. In the absence of definite shipping instructions, Company and the manufacturers reserve the right to ship all property by any public carrier which is deemed to be satisfactory. Company may make partial shipments from at Company's discretion.

TAXES: The amount of any present or future sales, use or other similar tax applicable to the property sold hereunder shall be added to the price quoted and shall be billed to Purchaser in the same manner and with the same effect as if originally added thereto.

ADDITIONAL CHARGES: Additional charges will be made to cover the cost of unusual packing, delivery, engineering, servicing, overtime work, taxes, financing or any cost element not included in the agreed price. Each manufacturer has a charge to package for export, which Purchaser shall pay. Purchaser is liable for freight, storage and other similar expenses incurred.

TERMS OF PAYMENT: Net cash, unless agreed otherwise. Payments are due within 30 days following shipment of products unless other payment terms are indicated herein or in the sales contract. Partial payments are due within 30 days from shipment for the partial shipments. 1-1/2% per month will be charged on past due accounts.

RESERVATION OF TITLE: Title to property shall remain in Company and Purchaser hereby grants to Company a security interest in the property until all sums and charges have been paid in full. Purchaser agrees to execute such financing statements and continuation statements as Company may require from time to time. During the period of time that Company remains unpaid, Purchaser shall keep said property in good repair and free of all liens, taxes and levies, and shall not utilize it or allow it to be used illegally. Purchaser shall further maintain and keep said property insured against fire, theft, conversion, collision and other risks, with loss payable to Company, and shall provide Company with evidence of said insurance satisfactory to Company. Company provides no insurance in connection with the sale to Purchaser. Insurance proceeds shall be applied first to repair and restoration of said property due to loss and thereafter to the purchase price or other sums due and payable hereunder. In the event Purchaser fails to provide insurance, Company may do so at its option and Purchaser shall reimburse Company upon demand with interest at the highest legal rate.

In the event that Purchaser should fail to pay any installment, charge, tax or insurance when due, breach any term of this agreement, make any false representation in any credit or financial statement given by Purchaser as basis for extension or applying for credit, if any seizure or levy should occur on or about said property or if Purchaser should have voluntary or involuntary bankruptcy proceedings, instituted against Purchaser, if Purchaser becomes insolvent, makes an assignment for the benefit of creditors, or should Purchaser suffer any loss, damage or destruction of all or any portion of said property, the entire amount of the purchase price, other charges and indebtedness referred to herein, including interest, shall then at option of Company, become immediately due and payable without notice or demand if it was not otherwise due immediately.

REMEDIES ON DEFAULT, ATTORNEY'S FEES: In the event of default, or breach of any terms or conditions hereof, or of any other document executed pursuant hereto, Company shall have all legal remedies. Without limitation, Company shall be entitled to possession of said property on demand or to enter the premises where property is situated and to take possession of the same, together with all additions, equipment accessories thereto, without notice or demand and without legal proceedings. Purchaser agrees to pay upon demand the amount of all expenses incurred in efforts to collect the indebtedness owed or in protecting or realizing on said property, and if this Agreement or any security agreement or obligation executed pursuant hereto is placed in the hands of an attorney for collection, enforcement or realization proceedings, Purchaser agrees to pay reasonable attorney's fees, including fees incurred without suit, and all costs and expenses in connection therewith. Purchaser further agrees that a period of 10 days from the time notice is sent by mail or otherwise shall be reasonable period of notification of the sale or other disposition of the property under any security agreement now or hereafter entered into, and that Company shall be entitled to collect any deficiency from Purchaser resulting from sale of said property.

CONFLICTING TERMS AND CONDITIONS: Any of the terms and conditions of Purchaser's order or acceptance which are inconsistent with or in addition to the terms and conditions hereof, shall not be considered applicable to the sale or shipment of the property referred to herein and shall not be part of the contract between Company and Purchaser. The sale and shipment by Company of the property shall be conclusively deemed to be subject only to the terms and conditions hereof and Company hereby specifically objects to any additional or different terms contained in Purchaser's offer or acceptance.