

STANDARD TERMS & CONDITIONS OF SALE

- 1. Terms of this Agreement** Unless otherwise set out herein, these terms and conditions (the "Terms") and the provisions of the agreement to which the Terms are stated to apply (together, the "Agreement") shall constitute the whole agreement between the person named in this Agreement as buyer ("Buyer") and Siftex Equipment Company as seller ("Seller") as to the purchase and sale of these goods and shall supersede all prior oral or written representations, warranties, terms, conditions or agreements, express or implied, to the contrary. Incoterms 2010 shall apply to and be incorporated by reference in this Agreement. In the case of any inconsistency between the Terms, Incoterms 2010 and the other provisions of this Agreement, the other provisions of this Agreement shall primarily prevail and the Terms shall prevail over the Incoterms 2010. Seller hereby gives notice that it objects to any term or condition contained in any document or form supplied by Buyer to Seller which is in addition to or different from the terms of this Agreement.
- 2. Price** Prices shall be determined and calculated by the Seller in accordance with the terms of this Agreement and shall be conclusive absent manifest error. All prices are EX-W (Ex-Works). To the Seller's prices will be added any manufacturers or sales tax payable. Prices quoted are based upon present day costs and production to meet the stated delivery schedule, uninterrupted by Buyer for any cause; otherwise the extra expense invoiced in expediting or in holding and storing materials, resetting equipment and bringing production rate up to normal will be charged. Terms net cash in 30 days. All remittances must be made in U.S. funds free of exchange or collection charges. Unless otherwise stated by Seller's invoice.
- 3. Payment Terms** Invoices submitted by Seller under this Agreement are due and payable from the date of tender of delivery of the goods, or any portion thereof, in accordance with agreed upon terms between Seller and Buyer. Where payment is not made when due, Buyer agrees that it shall be liable to pay Seller (i) interest on such overdue amounts at a rate equal to the lesser of 18 per cent per annum or the highest rate permitted by applicable law; and (ii) Seller's costs of collection of such overdue amounts (plus interest, if any) including, without limitation, attorneys' fees. The acceptance by Seller of any payment in less than the full amount shall not be a waiver of any rights of Seller. Whenever there are reasonable grounds to doubt the due performance by Buyer of its payment obligations, Seller may at its sole discretion change the terms of payment, including requiring advance payment, satisfactory security or guarantees. Accounts that are 15 days past invoice payment terms will be placed on CREDIT HOLD until the past due balance is paid in full. Future orders may be delayed or require COD.
- 4. Delivery** Where Buyer fails to give timely delivery instructions to enable Seller to make deliveries in accordance with the terms of this Agreement, Seller may at its option (i) hold the goods due at its shipping point for Buyer's account, in which case Buyer shall be liable to pay storage charges for such goods at appropriate storage rates as established by Seller; and/or (ii) a reasonable time following notice to Buyer, cancel the order for the goods, in which case Buyer shall be liable to pay appropriate cancellation charges as established by Seller. Shipping dates and delivery dates are approximate and shall not operate to bind Seller to ship or make deliveries on the dates stated herein. Seller shall have no liability for delays in shipment resulting from circumstances beyond its reasonable control. Unless specific tolerances are set forth in this Agreement, Seller shall have the right to deliver such quantities of the goods ordered within limits reasonable in trade practice and Buyer shall be obligated to accept and pay for the quantity actually delivered. Where a specific source for the goods is indicated in this Agreement, Buyer agrees that Seller is obligated only to deliver goods supplied or manufactured or by the designated mill, plant or source. Buyer agrees that, in the event that Seller is unable to obtain the goods from such designated source, Seller shall have the exclusive option (i) to replace the contracted for goods with similar goods from another source; or (ii) to allocate its available goods from the designated source among its own uses and its customers in such manner as Seller in its absolute discretion deems fit; or (iii) to cancel this contract without any further liability or obligation to Buyer. Date of shipment and routing are at Seller's option unless otherwise specified. Delivery of goods to a carrier shall constitute delivery to Buyer, and Seller shall have no liability for risk or loss or damage in transit. Seller reserves the right to make minor changes without notice to the material, product or construction methods of the goods.
- 5. Taxes and Duty** In addition to the price specified, Buyer shall be liable to pay, and shall pay, all amounts due and payable, whether now or in the future, in respect of taxes, tariffs and duties levied in respect of the sale, manufacture, delivery, use and/or other handling, importation or exportation of the goods.
- 6. Representation and Warranty** Buyer agrees that it has not been induced to enter, nor has it relied in entering, into this Agreement on any oral or written representation, guaranty or warranty made by Seller, its employees, agents or representatives other than as expressly set out in this Agreement. Seller warrants that the goods supplied here under will conform to the description of such goods in this Agreement and that Seller will convey good title free from any lawful security interest, lien or encumbrance other than as stated herein. Other than as set out above in this Clause 6, Seller makes no warranty that the goods shall be of satisfactory or fit for any particular purpose (whether or not it shall be aware of any such purpose) and further makes no other warranty, express or implied, except as is expressly set forth herein. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. Buyer and Seller represent and warrant each on behalf of itself that (i) it has all requisite power, authority, licenses and approvals to enter into and perform its obligations under the Agreement; (ii) it or any person designated by it (including any signatory here to) has due authorization to act in all respects relating to this Agreement; and (iii) this Agreement and the transaction relating there to are its valid and legally binding obligations enforceable against it in accordance with their terms.

7. Acceleration and/or Termination of Contract;

Set Off Where Buyer fails to pay any invoice or otherwise is in material breach of this Agreement or any other contract with Seller, or in the event of the bankruptcy, insolvency, liquidation or appointment of receiver of Buyer, or analogous occurrence), any and all payments due from Buyer to Seller under this Agreement shall become due and payable. Seller further reserves the right to cancel this Agreement or retain or take possession of the goods and to withhold and/or stop goods in transit or take any other action to protect the rights of Seller. On the occurrence of any of the foregoing, Buyer agrees to indemnify and hold harmless Seller for all its costs and losses arising therefrom. Seller may set off any claim of the Seller to the Buyer (or any of its affiliates) against any claim of the Buyer (or any of its affiliates) to the Seller. Where amounts to be set off are in different currencies, Seller may convert amounts from one currency into the relevant currency at the market rate then prevailing. Seller reserves the right at any time to revoke any credit extended to Buyer because of Buyer's failure to pay for any goods when due or for any other reason deemed good and sufficient to Seller.

8. Remedies and Liability

Any claims by Buyer of whatever nature arising under this Agreement, including but not limited to claims for corrections or deductions, shall be made in writing to Seller within 60 days of the date of tender of delivery to Buyer, absent which any claim by Buyer in respect thereof shall be barred. Where Buyer makes such a claim, Seller's liability shall be limited to, at Seller's option (i) replacement of the non conforming goods with goods conforming to the description of such goods; or (ii) repayment of the purchase price actually paid to Seller in respect of that part of the goods that are non conforming, in each case subject to the redelivery (at Seller's expense) to Seller of the non conforming goods in the same condition as the same had been delivered to Buyer. Seller shall have no other liability to Buyer on account of defective goods. Other than as expressly set out herein, Seller shall not be liable to Buyer, either directly or indirectly, for any direct, special, punitive, exemplary, consequential or incidental damages, such as, but not limited to, property damage, loss of profit or loss of use of goods. The rights and remedies herein provided for are cumulative and not exclusive of any legal or equitable rights and/or remedies that may be available to either party. No failure or delay to exercise, nor single or partial exercise of, any right, power or remedy in connection with this Agreement will operate as a waiver thereof nor preclude any other or further exercise of any such right, power or remedy. Any express waiver of any breach of this Agreement shall not be deemed to be a waiver of any subsequent breach. Orders entered in Seller's books cannot be countermanded except with Seller's written consent and upon terms that will indemnify Seller against loss. Seller assumes no responsibility for goods returned without Seller's written permission. Notwithstanding anything in the Agreement to the contrary, Seller's liability to Buyer shall in no event exceed the purchase price actually paid by Buyer to Seller.

9. Force Majeure

Deliveries under this Agreement are contingent upon the Seller's receiving shipments of raw materials and supplies as ordered. Seller shall not be liable for any failure or delay in delivery due to any cause beyond its control, including, without limitation, labor

difficulties (wherever occurring), accidents, contingencies of transportation, destruction or damage to Seller's plant or machinery, default or failure of its suppliers, governmental action or other cause of like or different character (Whether or not contemplated by either party) beyond Seller's control, and in any such event, the time for performance shall be extended by the period of any such delay. In the event of Seller's inability, for any of the foregoing causes, to supply the total demands of Buyer for any goods specified in this contract, Seller may allocate its available supplies among any of all Buyers on such basis as Seller, in its sole discretion may determine without liability for any failure to perform this contract which may be a consequence thereof, or Seller may, at its option, terminate this Agreement with respect to any part or all of the undelivered goods covered thereby without further liability or obligation to Buyer.

10. Choice of Law and Forum

This Agreement shall be deemed to be made and performed in the United States, State of Connecticut. The laws of the State of Connecticut shall govern this Agreement, exclusive of said state's choice of law rules. Any dispute arising under this Agreement shall be resolved in the state or federal courts located in Connecticut (the "Forum Court"). The parties hereby: (a) consent to the Forum Court's jurisdiction, (b) agree that venue in the Forum Court is proper, (c) waive the right to move for a transfer of venue from the Forum Court on the ground that it is an inconvenient forum or otherwise, and (d) consent to personal jurisdiction in the Forum Court.

11. Miscellaneous

(a) All orders accepted by Seller are considered as firm commitments and are not subject to cancellation except upon terms which will protect Seller from loss. Seller will not accept return of custom-made items. Goods accepted by Seller for return shall be subject to Buyer paying to Seller a restocking fee of up to 25% of the purchase price. Items completed in accordance with Buyer's order at the time of cancellation will be settled for at the contract price and terms except as otherwise provided herein; items in process will be invoiced at contract price less Seller's standard out-of-pocket cost required to complete manufacturing except as provided herein. (b) Any delivery not in dispute shall be paid for in full when due in accordance herewith, regardless of controversies or claims relating to other delivered or undelivered goods under this or any other contract. (c) Unexcused failure, or delay in delivering any installment of goods, or any defect in the goods included in any installment, shall constitute a severable breach only, and shall not entitle Buyer to treat the entire Agreement as breached. (d) Buyer shall not be entitled to institute any action relating to or concerning this agreement unless Buyer shall institute such action within one year after the asserted claim or cause of action shall have accrued (whether or not Buyer shall have had any knowledge or notice thereof.) (e) This Agreement contains all of the terms and conditions of this purchase and sale. No modification or change to the terms and conditions stated herein shall be binding upon Seller unless agreed to in writing signed by a duly authorized representative of Seller. (f) Seller represents that with respect to the production of the articles and/or the performance of the services covered by this invoice,