SPLICEMENT AND OF FITNESS FOR ANY PARTICULAR PURPOSE.

ACCEPTANCE OF THE FOLLOWING TERMS AND CONDITIONS

COVERED HEREUNDER, AND SELLER EXPRESSLY DISCLAIMS ANY AND ALL

UNLESS EARLIER FORMED BY MUTUAL AGREEMENT IN WRITING, ACCEPTANCE OF ANY

FULL VALUE OF THE GOODS/ITEMS COVERED HEREUNDER, AND EACH PARTY WILL BE

INSURED AT ITS OWN COST, NO REBATES OR ALLOWANCES WILL BE OFFERED.

SUBJECT OF THIS QUOTATION, INCLUDING WITHOUT LIMITATION, CLAIMS FOR

BEcomed unsuitable. UNLESS NOTIFIED TO THE CONTRARY BY BUYER, SELLER MAY INSURE THE FULL VALUE OF THE

BEFORE ANY REJECTED GOODS ARE RETURNED TO SELLER, SELLER'S PRIOR WRITTEN

BEFORE ANY REJECTED GOODS ARE RETURNED TO SELLER, SELLER'S PRIOR WRITTEN

AT THE REQUEST OF THE SELLER, ANY MONEY DEposITED HEREUNDER MAY BE APPLIED TOWARDS THE PRICE OF ANY

1. Prices. Seller’s prices specified in this Quotation are subject to the following:

2. Terms of Payment. Unless otherwise expressly stated by Seller in writing (a) with regard to materials furnished at the time of invoice and (b) with regard to gauge, molds, jigs, and similar items, payment terms are 1/3 upon order date, 1/3 upon receipt from Seller of receipt of the item(s) and Buyer, and 1/3 upon approval by Buyer of the item(s) and the sample goods manufactured therefrom. Past due balances will be subject to a service charge of 1.25% per month (18% per annum), but not more than the amounts allowed by applicable laws. Partial shipments will be billed as made and payments therefor are subject to the above terms.

3. Delivery. Transfers in small, non-contiguous lots, but Seller reserves the right to choose the means of transportation and routing when Buyer’s instructions are deemed unsuitable. Unless notified to the contrary by Buyer, Seller may insure the full value of the goods or declare full value thereof to the transportation company at the time of delivery and all such freight and insurance costs shall be for Buyer’s account. All shipments are F.O.B. Seller’s factory, unless otherwise specified. Risk of damage or loss is Buyer’s responsibility after delivery by Seller to Buyer’s carrier for shipment. Estimates of shipping dates are approximate, representing Seller’s best judgment when made. Seller shall make all reasonable efforts to quote dates indicated for delivery or other performance, but Seller shall not be liable for any delays in shipping or in the time in which shipments reach Buyer.

4. Acceptance of Goods. Samples and finished goods shall be deemed accepted and accepted by Buyer of written notice sent to Seller within 10 days after delivery. Before any rejected goods are returned to Seller, Seller’s prior written authorization and Seller’s instructions regarding how and where goods should be returned must be obtained. Rejected goods must be returned by Buyer to Seller’s factory within 10 days after date of receipt by Buyer for Seller’s inspection. If defective, at Seller’s discretion either a credit therefor or a replacement thereof will be made, subject to the following exceptions. No credit or replacement will be issued on any goods which have been altered or defaced in any way, or upon which an additional process has been performed.

5. Financial Responsibility. Whenever Seller in its sole discretion determines that Buyer is not financially responsible, Seller shall have the right to (a) require reasonable progress payments for work in process, or in the absence of such progress payments, to terminate its obligations without affecting the obligation of Buyer to pay for goods/items delivered and work in process as of such termination and (b) to decline to make deliveries except for cash, and, in either case, Seller shall have no liability to Buyer therefor.

6. Security Interest. Seller reserves and Buyer grants a purchase money security interest in all goods/items which are the subject of this Quotation or any contract of sale entered into pursuant hereto (and proceeds thereof) as security for the payment by Buyer of the full purchase price for such goods/items. Buyer agrees to execute such documents as Seller requests to perfect its security interest.

7. Patents, Etc. Seller assumes no liability or warranty with respect to infringements of patents, copyright, trademarks or other proprietary rights arising out of goods/items sold heretofore. With regard to any goods/items specifically made for Buyer, Buyer agrees to indemnify and hold Seller harmless against any claims resulting from infringement.

8. Limitation of Liability. Warranties. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HERIN OR ANY PART OF THIS QUOTATION, PARAGRAPH 11, SELLER’S RESPONSIBILITY FOR LOSSES OR LIABILITIES ARISING OUT OF, IN CONNECTION WITH, OR RELATED TO THE GOODS/ITEMS COVERED HEREBY AND ANY CONTRACT OF SALE ENTERTAINED HEREBY OR PAID HEREBY SHALL NOT EXCEED THE PRICE PAID HEREUNDER. SELLER’S OBLIGATION WITH RESPECT TO DEFECTIVE GOODS/ITEMS SHALL BE LIMITED TO REPLACEMENT OF SUCH GOODS/ITEMS OR ISSUANCE OF A REFUND OF THE AMOUNT PAID TOWARDS THE PRICE OF SUCH GOODS/ITEMS, AT SELLER’S OPTION, WITHOUT ANY ADDITIONAL OBLIGATION TO SELLER, OR ANY CLAIM AGAINST SELLER, FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER, WHETHER SELLER SHALL BE LIABLE FOR ANY LOSSES OR DAMAGES TO BUYER SELLER MAKES NO WARRANTIES WITH RESPECT TO THE GOODS/ITEMS COVERED HEREBY, AND SELLER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANDISE AND OF FITNESS FOR ANY PARTICULAR PURPOSE.

9. Cancellation. Buyer shall have no right to cancel all or any portion of its order unless it pays Seller for all costs already incurred by Seller, including the price of any goods/items or services covered to fill the order already committed to by Seller, and a reasonable allowance for overhead and profit.

10. Breach. In the event of breach by Buyer of any provision of this Quotation, Seller reserves the right to cancel any agreement or give Buyer notice to cure any breach, and terminate any agreements and that in the event suit is instituted by Seller, Buyer shall pay to Seller the costs and expenses incurred by Seller in connection therewith, including reasonable attorneys’ fees.

11. Insertion of Seller’s Name for Damages. NO INDEMNITY OR INSURANCE COVERAGE IS PROVIDED FOR DAMAGES TO BUYER’S MOLDS, TOOLS, JIGS OR SIMILAR ITEMS CAUSED BY DEFECTIVE INSERTS OR SUPPLEMENTAL PARTS, NOR FOR MANUFACTURED PARTS WHICH ARE MADE WITH INSERTS FURNISHED BY BUYER. SELLER IS NOT LIABLE FOR ANY CLAIMS FOR DAMAGES IN ANY FORM, INCLUDING WITHOUT LIMITATION, CLAIMS FOR DAMAGES TO BUYER’S MOLDS, TOOLS, JIGS OR SIMILAR ITEMS INCURRED IN THE MANUFACTURE OR USE OF ANY SUCH MANUFACTURED PARTS.

12. Molis. Tools, Etc. If special gauges, molds, tools, jigs or similar items are required, Buyer will either furnish them to Seller or purchase them from Seller. Seller will not insure Buyer’s gauges, molds, tools, jigs or similar items furnished by Buyer. Unless otherwise specified by Buyer, Seller will not carry adequate insurance to cover such items. Seller will maintain all molds built by it in operation in the event of any failure, including the provision of new molds and the performance of repair work, and receipt by Seller of payment in full of all amounts owed by Buyer to Seller, such items will be delivered to Buyer upon Buyer’s written order and payment of delivery charges.

13. Security. Any provision herein which is prohibited by the laws of any state or other jurisdiction applicable hereof shall be ineffective to the extent of such prohibition, without invalidating the remaining provisions of the contract between the parties.

14. Assignment. This Quotation is issued only to the Buyer named on the face hereof. Any assignment by Buyer of this Quotation or any contract entered into pursuant hereto is void without the prior written consent of Seller.

15. Liability. Seller shall not be liable for loss or damage of any kind resulting from delay in delivery or in any other act of, or any failure or neglect in the performance of, or in any other act of, or any omission by, Seller. Seller will not be liable for any cost, expense, or damage suffered by Buyer as a result of failure, cost, item, or other charges related thereto, and shall hold Seller harmless therefrom.

16. Surplus. Any surplus which herein which is prohibited by the laws of any state or other jurisdiction applicable hereof shall be ineffective to the extent of such prohibition, without invalidating the remaining provisions of the contract between the parties.

17. Forum Selection. The following provisions of this Quotation shall survive any termination of any contract of sale entered into pursuant hereto: paragraphs 7, 8, 11 and 12 and all other provisions, including rights and obligations arising out of goods/items sold hereunder or with respect to any such manufactured part. This Quotation is issued only to the Buyer named on the face hereof. Any assignment by Buyer of this Quotation or any contract entered into pursuant hereto is void without the prior written consent of Seller.

18. Governing Law. This Quotation shall be construed, and the rights and obligations of the parties shall be determined by and, in accordance with the laws of The Commonwealth of Massachusetts.

19. Damages. In the event Buyer pays Seller for all costs already incurred by Seller, including the price of any goods/items or services covered to fill the order already committed to by Seller, and a reasonable allowance for overhead and profit.

20. Forum Selection. The parties hereby consent and submit to the jurisdiction of the federal or state courts sitting in The Commonwealth of Massachusetts, United States of America to enter judgment upon any arbitration award in American & Schoen Machinery Company (hereinafter referred to as “Seller”) to the extent that the Seller must sell and dispose of any such manufactured parts solely for Seller’s account.

21. Remedies and Maintenance Warranty. (a) The warranty period for all products and equipment and for installed material is 12 months. Fuels, tools, expendable items, and wearing parts are exempt from warranty.

22. Indemnification. Seller shall hold seller harmless and indemnify the seller, its officers, directors, employees, attorneys and agents against any and all debts, obligations and liabilities, civil or criminal, including without limitation, claims for any and all causes of action, in any case, including without limitation, claims for any and all causes of action, in any case, by reason of any action that may be asserted against seller’s officers, director, employees, attorneys and/or agent, by any person, result from buyer’s installation, use, repair, maintenance, training, or resale of any products; provided, however, that the provisions of this indemnity shall not apply to seller’s own acts of willful misconduct in connection with its installation or repair of any of its products.