

THERMA-TRON-X, INC. TERMS AND CONDITIONS FOR PURCHASE ORDERS

Uniform Commercial Code

This purchase order is expressly conditioned upon the full and complete protection afforded by the Uniform Commercial Code in relation to warranties, remedies, and all other rights of the buyer under the code without limitation. The buyer hereby objects to any attempted limitation on such code protection.

Acceptance

Shipment against this order shall be deemed acceptance by Seller of these terms and conditions, unless changed or waived in writing by Buyer.

Cancellation

The buyer reserves the right, in the event of a decline in the market price of the goods, commodities, products and items herein ordered, to cancel any unfilled or undelivered part or portion of this order.

If the buyer shall cease to use the goods and items herein specified, it may at its option cancel this order any time, but if said goods, commodities, products and items herein specified are not stock goods, commodities, products and items, but are special and sizes manufactured or obtained by seller to fill this order for the buyer, the buyer shall, on such cancellation of this order, only take delivery of such special sizes and designs of such goods, commodities, products and items which shall have been made up and completed for the buyer especially for this order, at the time of such cancellation.

Early or Excess Shipments

The dates of payment are based on the dates fixed for shipment specified in the contract, and an earlier shipment or delivery of the goods, commodities, products and items does not obligate the buyer to make early payment.

The buyer reserves, and shall at all times have, the right to return excess shipments at seller's expense.

Defective Goods

In the event (1) that the quality of the goods and items shall not be in accordance with or up to sample, description, specifications, or representation, or (2) if in the judgment of the buyer all or any part of the goods and items contained in a shipment are defective, then the buyer reserves the right to cancel the order, or any part thereof, to reject the entire shipment containing such unsatisfactory goods and items, and to return them to the seller at the seller's expense, and to debit the seller's account therefore; to purchase satisfactory goods and items which the buyer was required to buy, with seller to pay any increased expense incurred by buyer.

OSHA Compliance

Seller represents that all goods and/or services sold or furnished to buyer hereunder will comply with all applicable laws and government regulations relating to the occupational safety and health of employees, specifically including the Federal Occupational Safety and Health Act of 1970 and any rules, regulations, standards or orders issued hereunder, (herein collectively called "Occupational Safety and Health Requirements") and seller agrees to indemnify and hold harmless buyer against any claims, losses, damages, fines, penalties, costs and expenses suffered or incurred by buyer as a result of the failure of such goods and/or services to so comply.

All installation work shall be subject to the inspection and approval of an authorized representative of the buyer.

Patent Indemnity

Seller agrees to defend, protect and save harmless the buyer, or any of its customers, against all suits at law or in equity, and from all damages, claims and demands for actual or alleged infringement of any United States or foreign patent, or any trademark or copyright.

Buyer Supplied Designs and Equipment

All blueprints or specifications furnished by the buyer, shall be considered the property of the buyer, and shall be returned to the buyer upon its request, and the Seller shall not furnish to anyone else the same goods, commodities, products and items, or parts thereof, without the buyer's written permission, nor permit any unauthorized inspection of the blueprints or specifications. All the tools, dies, or equipment, supplied by the buyer, at all times shall remain the property of the buyer and are subject to removal by the buyer at any time upon demand by it.

Force Majeure

The buyer reserves the right to suspend, postpone or defer shipments or the acceptance of any shipments of any of the goods and items covered by this order in the event of strikes, differences or disputes with workmen, accidents at the buyer's plant, or any other contingencies beyond the buyer's control, and in such event, and upon notice to seller, invoices for such shipments shall not be payable until such contingency or contingencies shall have ceased, and/or the buyer shall have accepted such shipment.

Costs and Attorney's Fees

If any party hereto shall bring any suit or action against another for relief, declaratory or otherwise, arising out of this agreement, the prevailing party shall have and recover against the other party, in addition to all costs and disbursements, such sum as the Court may adjudge to be a reasonable attorney's fee.

Governing Law

This order and agreement shall be governed by, construed and enforced in accordance with the laws of the State of Wisconsin. Venue for any action under this agreement shall lie in Door County, Wisconsin.