

## Terms and Conditions of Sale

**Acceptance and Prices** - This proposal is subject to acceptance within 30 days from date, and the prices are subject to change without notice upon expiration of this proposal. Prices are quoted expressly in consideration of the acceptance of the terms and conditions of this proposal. Any delay in shipment caused by Buyer's actions will subject prices to increase. In no event will prices be decreased.

Acceptance of orders for Robinson Metal, Inc. ("the Company") shall be made solely at its manufacturing facilities in DePere, Wisconsin.

No revision inconsistent with any provision of this proposal shall be binding on the Company unless the Company shall have expressly agreed in writing to such provision.

**Performance** - The Company shall be obligated to furnish only the goods formally described in the Company submittal data (if such data is issued in connection with this order) and as described in this proposal.

The duty to perform under any order on the part of the Company and the price thereof is subject to the approval of its Credit Department, and is also contingent upon strikes, accidents, fires, the inability to procure materials from the usual sources of supply, the requirements of the United States Government (through the use of priorities or preference or in any other manner) that the Company divert either the material or the finished product to the direct or indirect benefit of the Government, or upon any like or unlike cause beyond the control of the Company. Upon disapproval of the Credit Department or upon the occurrence of any such event described above, the Company may delay performance or, at its option, renegotiate prices and terms and conditions of sale with the Buyer. If the Company elects to renegotiate and the Company and the Buyer are unable to agree on revised prices or terms, the order may be canceled without any liability to the Company.

**Taxes** - The prices and terms quoted do not include any manufacturer's gross receipts, sales, or use tax, either federal, state, or local, payable on the transaction under any applicable statute. These must be added, as applicable.

**Warranty and Liability** - The Company will warrant to the Buyer for a period of twelve (12) months from date of equipment start-up, but not to exceed eighteen (18) months from date of shipment, whichever occurs first, that the equipment provided: (1) is free from defects in material and workmanship; (2) is new and in accordance with the Company specification and drawings; and (3) has the performance (i.e., capacities and ratings) set forth in the Company specification and drawings. The specification and drawings which govern this entire warranty are those which are submitted specifically for this equipment by the Company and approved as final by the Buyer. The express warranties defined above do not apply to defects or performance problems resulting from corrosion, erosion, and/or deterioration.

The Company does not warrant equipment performance and/or mechanical design: (1) if the equipment is operated at process conditions, including, but not limited to, flow rates, temperatures, pressures, fluid compositions, mean temperature differences, and turndown conditions which are more severe than those specified on the Company specification and drawings; (2) if the equipment is not operated within the conditions specified on the equipment nameplate (for pressure testing, when not specified on the equipment nameplate, the governing pressure vessel code shown on the nameplate shall apply to pressure testing limits); (3) for damage due to improper installation, operation, or maintenance; or (4) for damage resulting from external forces applied to the equipment from the connecting piping or support system which exceed those conditions specified in the Company specification and drawings. The Buyer's conformance to the above conditions of use for this equipment is outside the Company's control and responsibility.

The Company's warranty obligation and liability are limited to the repair, modification, or replacement of the Company equipment, if the Company's equipment is found not to be in compliance with the stated warranty. In no event shall any of the above remedies exceed the purchase price of the Company equipment found to be defective. In no event shall the Company be obligated to pay for the cost of: (1) gaining access to Company equipment; (2) installing repaired, modified, or replaced equipment; (3) lost product; (4) lost production; (5) lost profits; (6) special, indirect damages; (7) incidental damages; and/or (8)

consequential damages. Any reasonable costs and expenses which the Company may assume in connection with a repair or modification of Company equipment shall be approved in writing by an Officer of the Company. In the case of a replacement of Company equipment, the Company's obligation and liabilities are limited to furnishing FOB factory, freight delivered to Buyer's city (or port of export for shipment outside the United States) replacement equipment only. No Company liability for equipment shown to be defective exists until such time as the equipment has been paid for.

The express warranty set forth in the prior paragraphs is in lieu of all other warranties, express or implied, in law or in fact, including any implied warranty of merchantability and any implied warranty of fitness for a particular use. This express warranty precludes any other claims of relief, whether in contract or in negligence, strict liability or in tort, or any alleged breach of warranty outside the scope of the express warranty. The limitations on liability set forth in the prior paragraphs are in lieu of any and all other liability claims.

**Patent Indemnity** - The Company shall protect and indemnify the Buyer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the articles or material delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, the Company shall promptly be notified and given full opportunity to negotiate a settlement. The Company does not warrant against infringement by reason of the Buyer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, the Buyer agrees reasonably to cooperate with the Company. All parties concerned shall be entitled, in connection with any proceeding under the provisions of this Article, to be represented by counsel at their own expense.

**Shipment** - Shipment dates are estimates only. No contract will be made to ship in a specified time unless in writing, signed by an officer of the Company. Shipment shall be FOB factory or warehouse at named shipping point with title passing to the Buyer upon delivery to the carrier by the Company.

**Returns** - Goods may not be returned except by permission of the Company, and when so returned will be subject to discount.

**Payment** - Payment terms for goods shipped hereunder will be net 30 days from shipment unless contrary terms appear on the face hereof or unless otherwise expressly agreed to in writing by the Company. The Company reserves the right to add to any account outstanding for more than 30 days a service charge of 1½% of the principal amount due at the end of each month, or the maximum allowable legal interest rate.

**Lien** - The Company retains a lien on the goods furnished until the full amount due hereunder is paid. Upon default of payment and after ten (10) days written notice, the Company shall be entitled to immediate possession of the goods. The Company shall then have the option of retaining the goods until the full amount due and owing is paid, or selling the goods to satisfy the obligation to the Company, including the Company's costs and attorneys' fees in obtaining possession of the goods. For purposes of this paragraph, default is defined as the failure of Buyer to make any payment when due, or within twenty (20) days thereafter. To perfect the security interest, Buyer shall sign a financing statement prior to the goods being removed from the Company.

**Entirety of Agreement** - This document, together with any other documents furnished by the Company shall set forth the entire agreement between the parties and may not be changed in any way except by written instrument signed by an officer of the Company.

**Cancellation** - In the event that all or any portion of this order is canceled by the Buyer without default on the part of the Company or without the Company's written consent, the Buyer shall be liable to the Company for cancellation charges including, but not limited to, the Company's incurred costs and such profit as would have been realized by the Company from the transaction had the agreement not been breached by the Buyer.

**Choice of Law** - This agreement shall be governed and construed according to the laws of the State of Wisconsin.