



MULTI-CONVEYOR, L.L.C. TERMS AND CONDITIONS

1. PROPOSAL AND ACCEPTANCE

This quotation may only be modified in writing and it supersedes all other quotations, if any previously made with respect to the subject matter hereof. This quotation is void at MULTI-CONVEYOR, LLC'S option unless BUYER'S purchase order is received within 30 days of the date on the face sheet of this proposal. BUYER'S acceptance of this quotation is expressly limited to the terms hereof and any purchase order issued in response hereto shall be deemed to accept these terms notwithstanding that such purchase order may state additional or different terms. No Agent, Salesperson, or other party is authorized to bind MULTI-CONVEYOR, LLC by an agreement or warranty not herein expressed. The laws of the state of Wisconsin will govern any contract resulting from this quotation. BUYER and MULTI-CONVEYOR, LLC mutually consent to exclusive jurisdiction and venue for any related court action in the Circuit Courts in Winnebago County, Wisconsin. BUYER hereby expressly waives all defenses of lack of personal jurisdiction and forum non-conveniens.

2. TAXES, DUTIES, TARIFFS, ETC.

The prices herein are exclusive of any present or future country, federal, state, provincial, or local taxes or duties or tariffs of any kind. If MULTI-CONVEYOR, LLC is required by applicable law or regulation to pay or collect any taxes or duties or tariffs on any product or service sold or produced in connection with this quotation, then such taxes or duties shall be paid by the BUYER in addition to the proposal price as stated in the respective quotation or any related purchase document. Any discounts shall not apply to any amount representing taxes or duties or tariffs.

3. CHANGES

By written purchase change order or other means of written communication, BUYER may request changes to equipment or service to be supplied in connection with this quotation. MULTI-CONVEYOR, LLC, in its sole and absolute discretion, may decline to make any such requested changes. A minimum charge of \$50.00 will be invoiced for each change requested by the BUYER and agreed to by MULTI-CONVEYOR, LLC. In the event that the cost of such change exceeds \$50.00, MULTI-CONVEYOR, LLC will make an equitable adjustment to the purchase price.

4. PERFORMANCE AND DELAYS

If any time for performance is stated herein, all such dates shall be deemed to be estimated or target dates and in no event shall time be of the essence in this contract. Shipment shall be deemed complete when the equipment is transferred to a transportation carrier designated by BUYER or, failing such designation, to any common carrier. Partial shipments are permitted. MULTI-CONVEYOR, LLC shall not be liable for any loss or damage resulting from delay in shipment or delivery caused by fire; flood; strike; riot; theft; accident; acts of government; acts of sub-vendors; acts of other contractors; acts of BUYER; inability to obtain necessary labor, materials, components, fuel or transportation; changes in the work; or any other cause whatsoever beyond the reasonable control of MULTI-CONVEYOR, LLC which may delay or prevent shipment or delivery of the equipment. Any costs incurred by MULTI-CONVEYOR, LLC as a result of delays caused by the BUYER shall be for the BUYER'S account and, if such delays exceed 60 days in the aggregate, the entire purchase price (less MULTI-CONVEYOR, LLC'S estimated costs for completing the contract, and less any partial payments theretofore made) shall be due and payable to MULTI-CONVEYOR, LLC on demand. MULTI-CONVEYOR, LLC shall not be liable for compensation to BUYER due to late shipment of equipment.

5. SAMPLES

This quotation was written with the understanding that the equipment will be engineered with the benefit of samples. Samples should consist of all the products in sufficient amounts that will be run on this system. If actual samples are not available before engineering and it is determined during fabrication or installation that equipment modifications should be made in order to satisfy BUYER's expectation regarding performance of the equipment, the cost of such modifications will be the responsibility of the BUYER.

6. CANCELLATION

Merchandise and all other items purchased hereunder shall not be subject to cancellation except with MULTI-CONVEYOR, LLC'S written consent. If such merchandise or other items are so canceled, the charges to close out the project will be fixed by MULTI-CONVEYOR, LLC and paid for by BUYER as follows:

- (a) Any work scheduled for completion within 30 days of the cancellation notice will be paid in full and the respective equipment or service accepted.
- (b) All work-in-process costs already incurred, and any raw materials or supplies which MULTI-CONVEYOR, LLC has secured in connection with this proposal, beyond any normal inventory by MULTI-CONVEYOR LLC, and which cannot be returned for credit.

(c) Merchandise and other items under this contract shipped from MULTI-CONVEYOR, LLC'S stock, and returned in re-salable condition, may be canceled upon payment of 25% of the purchase price. In no event, will the minimum charge for order cancellation be less than \$500.00.

7. RETURN OF EQUIPMENT

Neither equipment nor any items purchased hereunder may be returned without the prior written authorization of MULTI-CONVEYOR, LLC. Authorization will be granted only for standard products which MULTI-CONVEYOR, LLC customarily carries in inventory. All such items must be in a re-salable condition and shipped prepaid by the BUYER and shall be subject to a 25% restocking charge. All such materials must be returned within 30 days of the date of MULTI-CONVEYOR, LLC'S authorization and are subject to allowance of charges for any rework deemed necessary by MULTI-CONVEYOR, LLC

8. ABSENCE OF REPRESENTATION

All drawings, descriptive matter, weights and dimensions submitted in any MULTI-CONVEYOR, LLC quotations or in its catalog, price sheets and other advertising material are merely approximations which are intended to reflect general features of the goods offered for sale. Unless BUYER contracts for the provision of certified dimensional prints, none of the foregoing will form a part of this contract. Unless otherwise stated in this quotation, no specific safety devices are included in the sale and MULTI-CONVEYOR, LLC does not represent that the goods comply with any applicable safety laws or regulations then in effect. MULTI-CONVEYOR, LLC assumes no responsibility or liability for injuries or death of persons or damages arising out of the use or operation of the products covered by this quotation and all such liability and responsibility is expressly assumed by the BUYER.

9. INCIDENTAL COMMUNICATIONS:

All communications and/or questions regarding this quotation must be in writing. Neither MULTI-CONVEYOR, nor any of its agents, sales persons, nor any other party shall be bound by or be liable for any statement, representation, promise, inducement or understanding not formally communicated in writing.

STATEMENT OF POLICY REGARDING OSHA REQUIREMENTS: Multi-Conveyor, LLC equipment is designed to meet existing specifications and is provided with standard guards and safety features in line with industry practice. Due to local interpretations under the Act and because enforcements vary with different localities and inspectors, it is impossible for MULTI-CONVEYOR, LLC to certify that MULTI-CONVEYOR, LLC's equipment will comply with all applicable safety provisions.

10. GUARDING

If, after BUYER'S inspection at MULTI-CONVEYOR'S shop and prior to the equipment leaving MULTI-CONVEYOR, LLC'S shop, BUYER'S inspector(s) feel additional guards or safety devices need to be added or changed, a quotation will be given at that time covering the cost of any additional work requested. The actual work will proceed when MULTI-CONVEYOR, LLC receives BUYER'S written authorization to proceed with the changes or additions.

11. WAREHOUSING

If for any reason BUYER elects to place any of the purchased equipment or supplies in storage and delay shipment, all such storage and handling charges are to be at the BUYER'S expense. In the event BUYER does not accept shipment when ready as scheduled, and as previously agreed upon, MULTI-CONVEYOR, LLC reserves the right to place such purchased equipment or supplies in a reasonably secure storage approved by the BUYER, and all related storage cost, and any deterioration of condition, shall be at BUYER'S cost and expense. If BUYER declines to approve any reasonable storage location, MULTI-CONVEYOR, LLC shall have the right to select and use a storage location of its own choosing, but still at BUYER'S cost and expense.

12. BACK CHARGES, SET ASIDES

There shall be no back charges or set asides of monies due MULTI-CONVEYOR, LLC without the consent of MULTI-CONVEYOR, LLC for any reason. MULTI-CONVEYOR, LLC must be notified in each and every instance of a problem that may result in a back charge. MULTI-CONVEYOR, LLC must be given a chance to correct the problem. If time does not permit MULTI-CONVEYOR, LLC to correct the problem and BUYER elects to make the corrections at BUYER'S location, BUYER must first notify MULTI-CONVEYOR, LLC of the problem, supply photos if practical, and submit BUYER'S cost and receive acceptance from MULTI-CONVEYOR, LLC prior to starting the work. MULTI-CONVEYOR, LLC reserves the right to inspect the changes made by the BUYER to determine if a back charge was warranted, as well as reserving the right to inspect the finished work to confirm that the work meets the standards necessary for MULTI-CONVEYOR, LLC to affirm continuation of the warranty provisions recited herein.

13. TITLE AND RIGHT OF POSSESSION

The title and right of possession to the equipment herein shall remain with MULTI-CONVEYOR, LLC until all payments have been fully made in cash to MULTI-CONVEYOR, LLC, and received at its home office in Winneconne, Wisconsin. It is understood and agreed that the above equipment shall remain MULTI-CONVEYOR, LLC'S personal property whatever may be the mode of its attachment to realty or otherwise until fully paid for in cash. An expressed Materialman's and Mechanics Lien is hereby conveyed and granted to MULTI-CONVEYOR, LLC, by BUYER, upon the building and real property in which the above described personal property is to be installed, for the purpose of securing the payment of all sums becoming due under the contract; and the prosecution of any one remedy by MULTI-CONVEYOR, LLC shall not be

to the exclusion of any other remedy, but all rights and remedies of MULTI-CONVEYOR, LLC are expressly retained, and are cumulative of each other.

In the event MULTI-CONVEYOR, LLC is compelled to bring action in court against BUYER to enforce any of the provisions of this agreement, BUYER agrees to pay MULTI-CONVEYOR, LLC reasonable attorney fees in addition to all other sums due MULTI-CONVEYOR, LLC as a result of such court action.

14. INSURANCE, RISK OF LOSS

MULTI-CONVEYOR, LLC shall bear all responsibility, and all risk of loss to the equipment and any supplies while the equipment is in the process of being built and tested at any MULTI-CONVEYOR, LLC facility. Inclusive, but without limitation, MULTI-CONVEYOR, LLC, thus bears all responsibility for obtaining suitable insurance to protect any such equipment and supplies against all risks and losses, including casualty insurance and liability insurance, during the time wherein MULTI-CONVEYOR, LLC is responsible for such risks and losses.

BUYER does hereby assume and accept, and shall bear, all responsibility for all risks and losses which may be associated with the equipment and supplies as soon as such equipment and supplies are loaded on a transport vehicle (i) for transport to BUYER, or (ii) for transport to any storage location in the event BUYER elects to not take prompt and expeditious delivery of the equipment and supplies at a BUYER facility. Inclusive, but without limitation, BUYER thus bears all responsibility for obtaining suitable insurance to protect any such equipment and supplies against all risks and losses, including casualty insurance and liability insurance, at the full value of the purchase price of such equipment and supplies, at the time the equipment is loaded for transport, which is when BUYER becomes responsible for such risks and losses, irrespective of the fact that MULTI-CONVEYOR, LLC may still hold title in such equipment and supplies.

15. INSTALLATION

Unless otherwise provided in this quotation, all of the equipment furnished hereunder shall be installed by BUYER at BUYER's expense. If included in this quotation and requested by BUYER, MULTI-CONVEYOR, LLC will make available the services of a competent technical representative to advise BUYER on the installation and operation of the equipment. BUYER shall reimburse MULTI-CONVEYOR, LLC therefore at MULTI-CONVEYOR, LLC'S terms as stated on MULTI-CONVEYOR, LLC'S proposal for Advisory Service included with this proposal. MULTI-CONVEYOR, LLC'S technical representative shall not be responsible for the procurement or supervision of labor or the quality of work performed by others.

16. OWNERSHIP AND USE OF INTELLECTUAL PROPERTY

Any and all Intellectual Property which BUYER owns outright, and which BUYER provides to MULTI-CONVEYOR, LLC in initially requesting design, engineering, production, or other procurement of the equipment, shall remain the sole and exclusive property of BUYER, but BUYER does hereby grant to MULTI-CONVEYOR a royalty-free, non-exclusive license to use such Intellectual Property in designing, engineering, production, and procurement of the equipment which is subject of this quotation. MULTI-CONVEYOR, LLC shall make no use of such Intellectual Property for the benefit of any third party.

Any and all Intellectual Property, including any patentable or secret subject matter, which may be created or developed in the process of designing, engineering, or producing the equipment, whether developed by BUYER, or developed by MULTI-CONVEYOR, LLC, or jointly developed by BUYER and MULTI-CONVEYOR, LLC, optionally including a third party developer, shall be the sole and exclusive property of MULTI-CONVEYOR, LLC and BUYER does hereby assign, transfer, and convey any and all incidences of ownership which BUYER or any of its employees or agents may have in such Intellectual Property, to MULTI-CONVEYOR, LLC for its sole and exclusive use and enjoyment, whereby MULTI-CONVEYOR, LLC shall be free to use such Intellectual Property for the enjoyment and benefit of MULTI-CONVEYOR, LLC, as well as for the enjoyment and benefit of any third parties. In addition, to the extent such Intellectual Property is not otherwise publicly known, BUYER hereby agrees to keep secret, and hold in confidence, all such Intellectual Property until authorized, in writing, by MULTI-CONVEYOR, LLC, to disclose such Intellectual Property and the conditions of such disclosure.

17. PATENTS

MULTI-CONVEYOR, LLC will hold BUYER harmless from any liability for infringement of any U.S. patent covering only such equipment as has been designed and constructed or specified solely by MULTI-CONVEYOR, LLC, or covering a method necessarily performed solely by such equipment in accomplishing the task for which it was intended when designed and constructed or specified by MULTI-CONVEYOR, LLC for BUYER.

BUYER hereby affirms to MULTI-CONVEYOR, LLC that BUYER has used reasonable due diligence to determine, and does hereby state that, to its knowledge, any and all designs, ideas, suggestions, or specifications provided by BUYER to MULTI-CONVEYOR, LLC relative to this project, whether structure, composition of matter, method of making, method of using, design drawings, or the like do not infringe on any rights of any third party.

BUYER will indemnify MULTI-CONVEYOR, LLC, and will hold MULTI-CONVEYOR, LLC harmless from, and MULTI-CONVEYOR, LLC will not hold BUYER harmless from, liability for infringement of any intellectual property right, including, but not limited to, any patent, any trade secret, any trade dress, any copyright, or any trademark where equipment furnished by MULTI-CONVEYOR, LLC, whether related to composition of matter, to the structure of the equipment, to use of the equipment, to method of making the equipment, or to the appearance or branding or specifications of the equipment, is suggested or specified by BUYER, and is constructed according to BUYER'S instructions and/or specification, or where design or specification of the structure or intended use of the equipment is otherwise not under MULTI-CONVEYOR, LLC'S direction or control. BUYER shall keep MULTI-CONVEYOR LLC fully informed of any assertion of liability, and BUYER shall have the right, and the responsibility, to dispose of any and all

such assertions of liability, including the right to settle or defend against any lawsuit to MULTI-CONVEYOR's benefit, or to make changes in any equipment or process to avoid any such infringement.

18. WARRANTY

MULTI-CONVEYOR, LLC warrants that the equipment and/or merchandise to be delivered by it to BUYER shall be of the kind and quality described in this proposal and shall be free of defects of workmanship or materials. The guarantee of the equipment covered by this order shall remain valid only providing the equipment is operated within the scope and purpose for which it was purchased, and only providing MULTI-CONVEYOR has not taken exception, in writing, to the manner in which the BUYER intends to utilize the equipment. Malfunction of equipment due to a change in operating environment, or due to any structural changes not made or specifically approved in writing by MULTI-CONVEYOR, LLC, shall not be construed as defective material or workmanship under any warranty stated herein. Specifically, if any changes are made to the equipment without MULTI-CONVEYOR, LLC's specific written authorization, including any changes made in connection with any allegation of infringement of intellectual property rights, then and in that event, any existing warranty obligation which MULTI-CONVEYOR, LLC may have pertaining to the equipment will, at MULTI-CONVEYOR's sole discretion, terminate immediately without notice. Should any failure appear within 2,080 hours of operation, but not later than 12 months after shipment, MULTI-CONVEYOR, LLC shall, upon prompt notification thereof and substantiation, that the equipment has been stored, installed or erected, maintained and operated in accordance with good industry practice and any MULTI-CONVEYOR, LLC recommendations, correct such failure, including nonconformity to the specifications, by in-place repair or, at its option, by furnishing a replacement part FOB point of manufacture. In no event shall MULTI-CONVEYOR, LLC be liable for the costs of dismantling, replacing or supplying any equipment or materials not originally supplied by MULTI-CONVEYOR, LLC under this proposal. MULTI-CONVEYOR, LLC shall not be held responsible nor shall allowance be made for work done, equipment furnished, or for repairs or replacements made by the BUYER or by others unless prior written approval is given to the BUYER by MULTI-CONVEYOR, LLC. With respect to accessory equipment or other vendor-furnished apparatus included in this proposal, MULTI-CONVEYOR, LLC shall be responsible for their proper selection and specification requirements to the suppliers. Warranties for such items are limited to those extended to MULTI-CONVEYOR, LLC by the manufacturers.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXCEPT THAT OF TITLE, WHETHER WRITTEN, ORAL OR IMPLIED, IN FACT OR IN LAW (INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE).

19. PAINT AND LUBRICATION

Unless otherwise specified in this quotation, all fabricated and structural steel items shall receive one coat of enamel or standard paint primer and all machined surfaces shall receive one coat of oil or grease. Because of the shape and surface of the product and damage which may occur during transport and handling at the jobsite, some marks may be present when the merchandise is inspected by the BUYER upon receipt at the job site. MULTI-CONVEYOR, LLC retains the right to correct such conditions by supplying touch-up paint to BUYER, to be applied at BUYER's expense.

20. LIMITATION OF LIABILITY

In no event shall MULTI-CONVEYOR, LLC be liable in contract, tort, warranty, strict liability or other legal theory for any special, indirect, incidental or consequential damages such as, but not limited to, loss of anticipated profits or revenues. The remedies of the BUYER set forth herein are exclusive and the liability of MULTI-CONVEYOR, LLC with respect to this proposal, any resulting contract, or anything done in connection herewith or therewith, whether in contract, tort, warranty, strict liability or other legal theory shall not exceed the purchase price of the equipment upon which liability is based.