

**Westerman Companies
Terms and Conditions of Sale
(Products and Services)**

Quotation

Subject to the terms set forth herein, including those on the face hereof, this will serve as the quotation of Westerman, Inc. ("Seller") to Buyer in response to Buyer's offer to purchase the products (the "Products") and, to the extent applicable, any related services (the "Services") identified herein, effective for a period of 30 days after the date hereof. The provisions of this Agreement relating to Services apply to the extent that the sales relationship with Buyer noted on the face hereof includes a services component. This quotation is for the price of the Products and any Services only and does not include any sales, excise or use taxes, or any tariffs, customs duties, imports, demurrage, packaging, crating, royalty, freight or insurance charges or expenses to be incurred in the sale of the Products and/or Services to Buyer, all of which taxes, charges or expenses shall be for the account of and paid or reimbursed by Buyer.

These terms and conditions shall be deemed to be included in their entirety in any agreement between Buyer and Seller and no other form purchase order or delivery by Buyer will in any manner change or modify these terms and conditions without the express written consent of Seller. Seller hereby objects to any such proposal, and any such proposal shall not form a part of the contract between the parties.

Payment Terms

Unless credit is granted by Seller to Buyer as stated on the face hereof, payment in full for the Products and any Services is due from Buyer 30 days after the date of invoice. Buyer shall pay Seller for the Services the fees or amounts calculated in accordance with the rates set forth hereon. Buyer shall reimburse Seller for all reasonable expenses incurred in connection with the performance of the Services under this Agreement. A monthly charge of one and one half percent (1.5%) (or the highest rate allowed under applicable law) on all sums outstanding will be added to each past due amount and Seller shall be entitled to all costs of collection (including reasonable attorneys' fees).

Credit

Shipments will be made on open account to Buyer, if Buyer has established a credit rating with Seller. If credit is so granted by Seller to Buyer: (i) Seller reserves the right at any time to suspend, limit or otherwise modify the terms of such credit whenever, in Seller's opinion, Buyer's financial condition so warrants; and (ii) Buyer hereby grants Seller a security interest in the Products sold on credit and the proceeds thereof. Buyer will execute and deliver, in form and substance satisfactory to Seller, any instruments and documents as Seller may reasonably require in order to perfect Seller's security interest in the Products. Buyer authorizes Seller to file or record a Uniform Commercial Code financing statement or other instruments in order to perfect Seller's security interest in the Products.

Returning for Credit

The Products may not be returned for credit without written permission of Seller. The normal restocking charge for catalogued items is 15% of the purchase price with a \$100.00 minimum charge. The Products must be returned prepaid, unused and in new condition. If the Products are not standard catalogue items or have been used, the exact amount of credit will be dependent upon the current demand of the item to be returned and its as-received condition.

Returns for Repairs

Seller must be notified in writing if Buyer wishes to return the Products to the factory for repair. If the Products are accepted, they will be put in operating condition at the lowest possible cost. Charges for the repair will include the cost of transportation back to Buyer's location. All shipments sent to Seller must be prepaid.

Cancellations

Orders for Products which are canceled prior to completion are subject to a cancellation charge. The amount of the charge will be dependent on the extent of work performed and the type of Product. Orders for special materials may not be canceled.

Service Charges

Seller has qualified personnel in order to provide field service. These services are available and will be invoiced on the basis of the actual cost incurred by Seller. Parts will be invoiced in accordance with Seller's spare part price list.

Transfer of Title and Risk of Loss

All shipments are made F.O.B. point of shipment. Whether or not Seller pays or bears the expense of shipment, risk of loss shall pass to Buyer upon Seller's delivery of the Products to the first carrier or shipper. At its own expense, Buyer may elect to insure the Products, and any claims for loss or damage in transit must be made by Buyer. A copy of the original bill of lading and paid freight bill will be furnished to Buyer on request if occasion to file a claim arises.

Intellectual Property

Seller hereby disclaims any interest in or to any work product developed or produced as a direct result of the performance of the Services, except for the underlying processes, procedures, know-how, trade secrets and other proprietary information relating to or otherwise associated with, directly or indirectly, the manner in which the Services are performed, conducted or provided (the "Service IP") and any Improvements thereto, which are and shall remain the exclusive property of Seller. Buyer hereby disclaims any interest in or to the Service IP and any Improvements thereto. "Improvement" shall mean any developments, adaptations and advancements, whether or not patented, derived from or relating in any fashion to the Services or in any way relating to the manner in which the Services are performed, conducted or provided which may be discovered, developed, invented or acquired by Seller in the course of performing the Services.

Warranty - Products

Buyer acknowledges that no representations or warranties have been made by Seller or relied upon by Buyer regarding the quality or performance of the Products except that Seller warrants that there are no defects of material or workmanship in the Products described herein. Any claim for breach of or the failure to comply with this warranty must be submitted to Seller in writing within the period of one (1) year from the date of the shipment of the Products, at which time the warranty and all obligations associated therewith shall terminate. If within such warranty period it is established that any material or workmanship in the goods was defective, Seller shall, at its option, either repair or replace such defective material or workmanship, in either case F.O.B. at its factory. No allowance will be made for repairs or replacements not authorized in writing by Seller. Repairs or replacements authorized in writing by Seller will be credited to Buyer only after Buyer has returned to Seller the material which is claimed to be defective. As to any part of the Products which is not manufactured by Seller, the applicable warranty, if any, shall be the warranty given by the manufacturer of such goods.

THE FOREGOING WARRANTY APPLIES ONLY IF NONCONFORMING PRODUCTS HAVE BEEN PROPERLY HANDLED, INSTALLED AND MAINTAINED, AS THE CASE MAY BE. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. SELLER MAKES NO OTHER WARRANTIES WITH RESPECT TO THE PRODUCTS, WHETHER EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A

PARTICULAR PURPOSE, AND SELLER WILL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE, LOSS, COST OR EXPENSE (WHETHER GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL) SUFFERED OR INCURRED BY BUYER AS A RESULT OF OR IN CONNECTION WITH THE PRODUCTS.

Warranty - Services

EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES TO BUYER (AND BUYER DISCLAIMS RELIANCE ON ANY OTHER REPRESENTATIONS AND WARRANTIES) WITH RESPECT TO THE SERVICES OR OTHERWISE, WHETHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE.

Limitations of Liability

SELLER SHALL NOT BE LIABLE TO BUYER WITH RESPECT INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, CONTINGENT, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BY WAY OF EXAMPLE, LOST PROFITS, LOST REVENUES OR THE COST OF SUBSTITUTE GOODS/SERVICES, EVEN IF SELLER WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY OF SUCH DAMAGES. Buyer shall not be entitled to recover from Seller any liabilities of Buyer to its customers or third persons, whether direct or indirect, and whether or not resulting from or contributed to by the fault or negligence of Seller, its agents, employees or subcontractors, which might be claimed as a result of loss or damage to Buyer or its customers or third persons.

Any action for breach of any warranty, representation, guarantee, specification, condition, covenant or other provision, express or implied, typed or printed, oral or written, made herein or otherwise, must be commenced within one (1) year after the Buyer knew or became aware (or reasonably should have known or become aware) of the cause of action or associated fact or circumstance, and the maximum recovery by Buyer shall not exceed an amount equal to the purchase price of the Products, or if the installation consists of several pieces of Products, that portion of the purchase price fairly allocable to the pieces of Products claimed to be defective; and Seller shall be entitled to retain the purchase price paid or to offset any unpaid portion of said purchase price against any such recovery. This section is intended, and shall be construed, as a limitation on Seller's liability, and as the statute of limitations on an action arising out of this transaction, and not as conferring any additional right upon Buyer which it would otherwise not have.

SELLER SHALL IN NO EVENT BE LIABLE TO BUYER FOR ANY AMOUNT THAT INDIVIDUALLY OR IN THE AGGREGATE IS GREATER THAN, AS APPLICABLE, (1) THE PURCHASE PRICE OF THE PRODUCTS (OR, IF THE INSTALLATION CONSISTS OF SEVERAL PIECES OF PRODUCTS OR COMPONENTS, THAT PORTION OF THE PURCHASE PRICE REASONABLY ALLOCABLE TO THE PIECES OR COMPONENTS OF THE PRODUCTS THAT ARE DEFECTIVE OR NONCONFORMING), AND/OR (2) THE SERVICE FEES IT HAS BEEN PAID UNDER THIS AGREEMENT FOR THE SPECIFIC SERVICE FROM WHICH THE DAMAGES OR LIABILITY WAS INCURRED OR RESULTED.

Force Majeure

Neither party shall be deemed to be in default of or to have breached any provision in these terms and conditions or the quotation or order acknowledgement to which they are attached, as a result of any delay, failure in performance or interruption of service, resulting directly or indirectly from acts of God, acts of civil or military authorities, civil disturbances, wars, acts of terrorism, strikes or other labor disputes, acts or orders of any government or agency thereof or other occurrences beyond the party's reasonable control.

Parties' Relationship

Nothing contained in this Agreement shall be construed to reflect a partnership, agency or joint venture arrangement between Seller and Buyer or shall subject the parties to any implied duties or obligations respecting the conduct of their affairs which are not expressly stated herein. Neither party is authorized to bind the other to any obligations with third parties.

Confidentiality

Neither party shall, during the term of this Agreement or at any time after the termination of this Agreement, use for its own benefit, or disclose, divulge, or convey to others, any secret or confidential information, knowledge, or data of the other party obtained prior to, during, or after the term of this Agreement, without the prior written consent of the other party. Such confidential information, knowledge, or data includes, without limitation, intellectual property, know-how, trade secrets, pricing policies, corporate strategies, customer lists, marketing plans, and all other business information learned from the other party. The parties agree that if a party breaches or threatens to breach this provision, the other party may institute an action to compel the specific performance of this confidentiality covenant without the necessity of posting bond therefore.

Assignment

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Neither party may assign this Agreement in whole or in part without the other party's express prior written consent. Any such assignment without the other party's express prior written consent shall be void.

Jurisdiction

This transaction shall in all respects be governed by the laws of the State of Ohio. The parties hereby consent to the exclusive jurisdiction of the federal and state courts located in the State of Ohio and waive any contention that any such court is an improper venue for enforcement of these terms and conditions or the quotation or order acknowledgement to which they are attached.

Entire Agreement

These terms and conditions and the quotation or order acknowledgement to which they are attached supersede all prior and contemporaneous understandings between Buyer and Seller concerning the Products and constitute their sole and exclusive agreement with respect to the sale by Seller and purchase by Buyer of the Products.