



STANDARD CONDITIONS OF SALE

1. Hymark, hereby listed as "Seller", warrants that the products delivered hereunder meet Seller's standard specifications for the products or such other specifications as may have been expressly agreed to herein. Seller makes no warranties of merchantability or fitness for a particular purpose, or any other express or implied warranty, except as provided in this document. Buyer assumes all risk and liability resulting from used singly or in combination with other products.

2. Products (including products covered or asserted to be covered by Seller's merchandise warranty program) are not returnable without the consent of the Seller. Seller will assign a Returned Good Authorization number for approved returns, which must appear on the Buyer's shipping container. Unauthorized returns will not be accepted. Return shipments must be prepaid and shipped in accordance with Seller's instructions. Credit may be issued at Seller's discretion, less any restocking charges, inspection charges, rework charges, or other charges incurred by Seller to restore returned goods to like-new condition. Restocking fees are subject to Seller discretion. Orders placed by Buyer and accepted by Seller can be canceled only with Seller's written consent and may be subject to a cancellation fee. Cancellation fees are subject to Seller discretion.

3. No claim of any kind, whether as to products delivered or for non-delivery of products, and whether or not based on negligence, shall be greater in amount than the purchase price of the products in respect of which damages are claimed; and failure to give notice of claim within thirty (30) days from date of delivery, or the date fixed for delivery (in the case of non-delivery), shall constitute a waiver by Buyer of all claims in respect of such products. No charge or expense incident to any claims will be allowed unless approved by an authorized representative of Seller. The remedy hereby provided shall be the exclusive and sole remedy of Buyer. In no event shall either party be liable for special, indirect or consequential damages, whether or not caused by or resulting from the negligence of such party. Additionally, any damages due to freight mishandling must be processed at the time of receipt with the freight carrier (i.e. a claim must be made at the time of receipt of shipment). Freight damage claims are not the responsibility of Seller and are not reimbursed by freight companies after the receipt and clearance of the shipment.

4. No liability shall result from delay in performance or nonperformance, directly or indirectly caused by circumstances beyond the control of the Seller, including, but not limited to, Act of God, fire, explosion, flood, war, act of or authorized by any government, accident, labor trouble or shortage, inability to obtain material, equipment, or transportation. Quantities so affected may be eliminated from the agreement without liability, but the agreement shall remain otherwise unaffected. Seller shall have no obligation to purchase supplies of the products specified herein to enable it to perform this agreement.

5. Any shipping date shown is approximate. Every effort will be made to make shipment within the time stated, but Seller shall not be liable for any damages resulting from delay in shipment. All equipment shall be shipped F.O.B. to the shipping point. Seller shall have the right to select the carrier unless designated by the Buyer. Upon delivery of the equipment by Seller, the carrier shall be deemed to be the agent of the Buyer and all risk of loss shall be on the Buyer.

6. If this agreement covers products that must necessarily be manufactured especially for Buyer and is suspended or terminated for any reason, Buyer will take delivery of and make payment for such products as have been completed and such as are in process on the date notice of suspension or termination is received by Seller; provided, that if Buyer for any reason cannot accept delivery of such products, it will make payment therefore as though delivery had been made and Seller will store such products for Buyer's account and at Buyer's expense.

7. If any government action should take place or continue limitations on the price provided for in this agreement such that it would be illegal or against public or government policy for Seller to charge, assess, or receive the full amount of or to increase such prices as determined by this agreement, then Seller shall have the option; (1) to continue to perform under this agreement subject to such adjustments in prices that Seller may deem necessary to comply with such government action; (2) to revise this agreement, subject to Buyer's approval, in order to most nearly accomplish the original intent of this agreement; or (3) to terminate performance of the affected portions of the agreement without liability for any damages.

8. It is the Buyer's responsibility to provide proper safety devices including noise abatement devices and equipment to safeguard the operator from harm for any particular use and to adequately safeguard the equipment to conform to government safety standards. Buyer shall indemnify and hold Seller harmless from all claims or liabilities from accidents involving the equipment caused by misuse or the failure of Buyer to follow instructions, warnings or recommendations furnished by the Seller.

9. Buyer accepts and agrees to honor Seller's terms of payment as specified in this document. In the event Buyer fails to fulfill Seller's terms of payment, or in case Seller shall have any doubt at any time as to Buyer's financial responsibility, Seller may decline to make further deliveries except upon receipt of cash or satisfactory security.

10. Terms of payment may be established upon credit approval. Orders for machine products are subject to partial payment with order and subsequent partial payment at shipment with remainder due according to terms. Special terms may be arranged as determined by Seller.

11. This agreement is not assignable or transferable by either party, in whole or in part, except with the prior written consent of the other party.

12. In addition to the Standard Conditions of Sale set forth herein, any Special Conditions of Sale set forth on the front of Seller's invoice or in the current price list or quotation for the products sold hereunder shall apply and are incorporated by reference herein.

13. As used herein, "Seller" means Hymark Ltd. or any of its divisions or subsidiaries. "Buyer" means the addressee of this Acknowledgement or Invoice.

14. This document, along with documents specifically referred to herein, contains all of the terms and conditions with respect to the sale and purchase of the products sold hereunder. These terms and conditions supersede any of previous date and no modification thereof shall be binding on either party unless in writing and signed by both parties. No modification shall be effected by the acknowledgement or acceptance of purchase order forms stipulating different conditions. Unless Buyer shall notify Seller in writing to the contrary as soon as practicable after receipt of this document by Buyer, the Buyer's acceptance of the products or payments therefore shall be equivalent to Buyer's assent to the terms and conditions hereof.

15. Hymark Ltd. Co. warrants standard products for a period of twenty-four (24) months from the date of shipment. During the warranty period, under authorized return component parts to Hymark freight prepaid, the company will repair, or at its option, replace any part found to be defective in material or workmanship, without charge to the owner for parts, service labor, or associated customary shipping costs. This same protection will extend to any subsequent owner during the warranty period. It does not apply to damage caused by accident, misuse, fire, flood or acts of God, or from failure to properly install, operate, or maintain the product in accordance with the printed instructions provided. This warranty is in lieu of any other warranties, expressed or implied, including merchantability or fitness for this product shall be set forth in this warranty, and incidental or consequential damages are expressly excluded. All specifications and prices are subject to change without prior notice.