

TERMS AND CONDITIONS

1. No terms or conditions, other than those stated herein, and no agreement or understanding, oral or written, in any way purporting to modify these terms or conditions, whether contained in Buyer's purchase or shipping release forms, or elsewhere shall be binding on Seller unless hereafter made in writing and signed by its authorized representative. No order, whether written or oral, shall result in a contract unless it is accepted and acknowledged in writing by Seller at Seller's office in St. Louis, Missouri. All proposals, negotiations, and representations, if any, made prior, and with reference hereto, are merged herein.
2. Prices are FOB Factory, St. Louis, MO or Sedalia, MO, and therefore title to the equipment passes from Seller to the Buyer at the time the carrier makes the pick up at the factory. Buyer must sign the freight receipt noting damage when suspected or evident. Concealed damage must be reported to the carrier within five (5) days of buyer's initial discovery of such damage. Consignee must file all claims with carrier. Any charges at destination for spotting, switching, handling, storage, and other accessorial services, and demurrage, shall be the responsibility of the Buyer.
3. Written authority must be obtained from Seller prior to return of any merchandise. Shipping charges must be prepaid by the Buyer on such returned goods. A credit will be issued upon receipt of the merchandise based on the original invoiced price less a 20% restocking and re-handling charge, provided that the merchandise is received in unused and saleable condition. This charge applies to standard products only. Products and accessories modified as to design, special dimensions, etc., are not subject to cancellation or return for credit.
4. Within a period of one (1) year from date factory shipment of equipment, Seller will supply without charge replacements for any defective parts or component material, upon demonstration to its satisfaction that a breach of warranty exists. Parts purchased separately from an assemble product shall be warranted for 90-days from shipment. This warranty applies to parts or component material only. Warranty does not include labor or service beyond ninety (90) days. (See Seller's catalog or warranty statement included with product for complete warranty from which the above is only an excerpt.)
5. Seller will replace, at the delivery point specified herein, any product furnished hereunder that is found to be defective or otherwise fails to conform to the conditions of this contract or any warranty expressed in or implied from this contract, or, at Seller's option, Seller will repay the price paid for such product plus any transportation charges paid by Buyer in addition to such price. Claims must be made within ten (10) days following delivery of the product to Buyer and Seller must be given a reasonable opportunity to investigate. Buyer's remedies with respect to any product furnished by Seller hereunder that is found to be defective or otherwise not in conformity with this contract, or with any warranty expressed in or implied from this contract, shall be limited exclusively to the right to replacement thereof or to repayment of the purchase price paid, as above provided.
6. The terms of payment and delivery as described herein shall be effective from date of invoice.

7. Payments shall be made at par in legal tender of the United States of America. Buyer shall make such arrangements for payment as Seller shall from time to time require and Seller may suspend production, shipment or delivery until such arrangements are made.

8. To the extent legally permissible, all present and future taxes imposed by any federal, state, or local authority which Seller may be required to pay or collect, upon or with reference to the sale, purchase, transportation, delivery, storage, use, or any consumption of products or services, including taxes upon or measured by the receipts therefrom (except net income and equity franchise taxes), shall be the responsibility of the Buyer.

9. Seller reserves the right to start manufacturing an order at any time after its acceptance by Seller or upon receipt of an approved drawing when such is required or requested by the Buyer or by Seller. If any change in specifications are subsequently made at the request of the Buyer, or a cancellation is requested by the Buyer, any expense incurred up to point of change or cancellation shall be charged to and paid by the Buyer.

10. In the event Buyer fails to pay the indebtedness incurred hereunder, Buyer agrees to pay all costs of collection incurred by Seller, including reasonable attorneys' fees, regardless of whether litigation is commenced.

11. Except in the particulars specified by Buyer and expressly agreed to in writing by Seller, the products furnished hereunder shall be produced in accordance with Seller's standard practices. All products, however, including those produced to meet an exact specification, shall be subject to the following: Plant tolerances and variations consistent with good plant practice in respect to dimensions, weight, straightness, section, composition and mechanical properties, and to normal variations in surface and internal conditions and in quality; deviations from tolerances and variations consistent with practical testing and inspection methods; and regular plant practice on over and under shipments.

12. Where plant inspection is made by Buyer, Buyer's inspectors shall be deemed the agent of the Buyer with authority to waive specified tests and details of test procedures and to accept products as conforming to this contract with respect to all characteristics of such products for which such inspection is made.

13. Seller reserves the right to ship all or any part of the products from any shipping point of the Seller, including the shipping point or points specified herein. If Seller exercises such right, Seller may adjust the prices stated herein to reflect plant prices and extras in effect at the point of actual shipment and, on products priced at destination, actual transportation from such point. If any such changes result in an increase in the delivered cost of the products at the named destination, Buyer, within 10 days of notification thereof, shall have the right to cancel by written notice to Seller that portion of this contract to which such increase is applicable.

14. Seller is not liable for any delay or failure in performance due to fire, explosion, strike or other difference with workmen, shortage of utility, facility, material or labor, delay in transportation, breakdown or accident, compliance with or action taken to carry out the intent or purpose of any law or

regulation, or any cause beyond Seller's reasonable control. Seller shall have such additional time within which to perform this contract as may be reasonably necessary under the circumstances and shall have the right to apportion its product among its customers in such manner as it may consider to be equitable.

15. Seller shall not be liable under any circumstances, whether on a claim or breach of warranty, breach of contract, negligence or any other claim whatsoever, for consequential damages including, but not limited to, lost profits or incidental damages or special damages.

17. Waiver by Seller or Buyer of any breach of these provisions shall not be construed as a waiver of any other or subsequent breach.

18. Any clause required to be included in a contract of this type by any applicable law or administrative regulation having the effect of law shall be deemed to be incorporated herein.

19. This contract shall be governed by and construed in accordance with the laws of the State of Missouri. Seller and Buyer agree that all actions or proceedings arising in connection with this contract shall be tried and litigated exclusively in the state or federal courts with territorial jurisdiction for St. Louis, County Missouri. The aforementioned choice of venue is intended by Seller and Buyer to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between Seller and Buyer with respect to or arising out of this contract in any jurisdiction other than that specified in this paragraph.