

Terms and Conditions of Sale

Ranbar hereby gives notice of its objection to any different or additional terms and conditions except for any such items and conditions as may be expressly accepted by it in writing, unless different or additional terms and conditions are stated or referred to in proposal, in which event such different or additional terms and conditions shall be exclusive as to the particular subject covered the terms and conditions stated below apply, and such terms and conditions supersede any prior or contemporaneous agreements or correspondence between the parties. Standard terms of payment are net within 30 days from date of invoice.

Prices

Prices and multipliers are subject to change without notice. Price in effect at time of shipment.

Taxes

The price does not include any Federal, state or local property, license, privilege, sales, use, excise, gross receipts or other like taxes which may now or hereafter be applicable to measured by or imposed upon or with respect to the transaction, the property, its sale, its value or its use, or any services performed in connection therewith. Purchaser agrees to pay or reimburse any such taxes which Ranbar or Ranbar's subcontractors or suppliers are required to pay.

U.S. Government

Terms of payment vary depending on the agency involved but it is generally understood that the U.S. Government will pay promptly upon receipt of invoice.

Accelerated or Delayed Payments Non-Payment and Litigation

If payments are not made in conformance with the standard terms, a service charge shall, without prejudice to the right of Ranbar to immediate payment, be added to the account of purchaser in an amount equal to the lesser of 1.5% per month or fraction thereof on the unpaid balance or the highest legal rate. Purchaser also agrees to pay Ranbar for all reasonable counsel fees and costs incurred to collect any amount due from Purchaser, and in any litigation involving Ranbar and Purchaser, and the Purchaser waives any right to a trial by jury. All sales are contracts are made in Pennsylvania and in any suit relating to the sale of product hereunder, Purchaser agrees that: 1) Jurisdiction shall be in the state courts of Pennsylvania; 2) venue shall lie in either Allegheny County or Westmoreland County; and 3) the law of the Commonwealth of Pennsylvania shall apply, regardless of choice of law principles.

Payments

If, in the judgment of Ranbar, the financial condition of the Purchaser, at any time during the manufacturing period, or at the time the product is ready for shipment, does not justify, the terms of payment specified, Ranbar may require full or partial payment in advance. Pro rata payment shall become due as shipments are made.

If shipments are delayed by the Purchaser, payments shall become due from date when Ranbar is prepared to make shipment. If manufacture delayed by Purchaser, payment shall be made based on the contract price and percent of completion and Purchaser shall reimburse Ranbar for any additional costs resulting from such delay. Products held for the Purchaser shall be at the risk and expense of the Purchaser.

Delivery

All shipments are made F.O.B. point of shipment.

Origin, Method of Shipment and Routing

Ranbar will determine the point of origin of shipment, the method of transportation, and the routing of shipment. Purchaser requiring shipment by a method or routing other than that of Ranbar selection will be billed collect all transportation charges. For example, in case the purchaser requests EXPRESS, PARCEL POST, or AIR EXPRESS shipments there is no freight allowance.

U.S. Government

When U.S. Government specifications require a government bill of lading, quotation will be F.O.B. point of shipment.

Shipping Dates

Shipping and/or completion dates are approximate and are based on prompt receipt of all necessary information and approvals from the Purchaser. Unless the Purchaser stipulates on their purchase order that an earlier shipment is not permissible, Ranbar reserves the right to ship prior to the contract shipping date.

Force Majeure

Ranbar shall not be liable for failure to perform or for delay in performance due to fire, flood, strike or other labor difficulty, acts of God, acts of any government authority or of the Purchaser, riot, embargo, fuel or energy shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials, or manufacturing facilities from usual sources, or due to any cause beyond its reasonable control.

In the event of delay in performance due to any such cause, the date of delivery or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay.

Warranty

Ranbar warrants: 1) that the products hereunder shall be free of defects in workmanship and material at the time of shipment; and 2) that the product shall conform to the applicable specification for said product. In the event any product supplied hereunder fails to conform to this warranty and Ranbar is so notified promptly and in writing within a period of (6) months from the date of shipment Ranbar shall correct such non-conformity by repair, or at its option, by replacement of the defective product F.O.B. its factory, provided the product has been used, stored, installed, operated and maintained in accordance with Ranbar recommendations and industry standard practices. In no event shall Ranbar be responsible for gaining access to the product, and transportation of product from and to the place of installation or use.

Warranty Disclaimer and Limitation and Remedies

The foregoing warranty is exclusive in lieu of all other Warranties, whether statutory, expressed or implied (including all warranties of merchantability

and fitness for a particular purpose and all Warranties arising from course of dealing or usage of trade), except against patent infringement.

The remedies provided above are the Purchase's sole remedies for any failure of Ranbar to comply with its obligations. Correction of any non-conformity in the manner and for the period of time provided above shall constitute complete fulfillment of all liabilities of Ranbar whether the claims of the Purchaser are based in contract, in tort (including negligent or strict liability) or otherwise with respect to or arising out of the product or service furnished hereunder.

Limitation of Liability

Ranbar, its contractors and suppliers of any tier, shall not be liable in contract, in tort (including negligence or strict liability) or otherwise for damage or loss of other property or equipment, loss of profits or revenue, loss of use of equipment or power system, cost of capital, cost of purchased or replacement power or temporary equipment (including additional expenses incurred in using existing facilities), claims of customers of Purchaser, or for any special indirect, incidental or consequential damages whatsoever.

Patents

Subject to the following provisions, Ranbar shall at its own expense, defend or at its option settle any claim, suit or proceeding brought against the Purchaser and/or its vendees, mediate and immediate, so far as based on an allegation that any goods, material, equipment, device or article (hereinafter referred to as product) or any part thereof furnished hereunder constitutes a direct or a contributory infringement of any patent of the United States. This obligation shall be effective only if Purchaser shall have made all payments then due hereunder and if Ranbar is notified within thirty (30) days of notice to Purchaser, in writing, and given authority, information and assistance for the defense of said claim, suit, or proceeding. Ranbar shall pay all damages and costs awarded in such suit or proceeding so defended. In case the product or any part thereof furnished hereunder becomes the subject of any claim, suit or proceeding for infringement or any United States patent, or in the event of an adjudication that such product or part infringes any United States patent, or if the use or sale of such product or parts is enjoined. Ranbar shall, at its option and its own expense: a) procure for the Purchaser the right to continue using said product or part thereof; b) replace it with a non-infringing product; c) modify it so it becomes non-infringing; or d) as a last resort remove it and refund the purchase price and the transportation and installation costs thereof.

The foregoing indemnity does not apply to the following:

1. Patented processes performed by the product, or another product produced thereby.
2. Products supplied according to a design other than that of Ranbar and which is required by the Purchaser.
3. Combinations of the product with another product not furnished hereunder unless Ranbar is a contributory infringer.
4. Any settlements of a suit or proceeding made without Ranbar's written consent.

Title – Risk of Loss

The product sold shall remain the property of Ranbar and shall remain personal property until fully paid for, and the Purchaser agrees to perform all acts which may be necessary to perfect and assure retention of title to such product by Ranbar. Risk of loss of the product, or any part of same, shall pass to the Purchaser upon delivery of such product or part, F.O.B. point of shipment.

Termination

Any order or contract may be terminated by the Purchaser only by written notice and upon payment of reasonable and proper termination charges, including but not limited to all costs identified to the order or contract which have been incurred up to the date of notice of termination. All additional costs resulting from the termination and 10% of the final net price will be included in the termination charges to compensate for disruptions in scheduling, planned production, and other direct costs. Payments shall be made within 30 days from date of invoice.

Minimum Billing

The minimum billing charge shall be \$100.00 per item plus transportation charges as indicated under "Delivery".

Return Product

Authorization and shipping instructions for the return of any product must be obtained by the purchaser from Ranbar before returning the product. Product must be returned with complete identification in accordance with Ranbar instructions or it will not be accepted. Where a purchaser requests authorization to return product for reasons of his own, he will be charged for placing the returned goods in salable condition (restocking charge) and for any outgoing and incoming transportation paid by Ranbar. In no event will Ranbar be responsible for product returned without proper authorization and identification and related costs thereto.

Containers

Additional charges may be made for returnable reels, pallets or containers. Where such charges are applied, a refund will be made if the reels, pallets or containers are returned in useable condition, freight collect, to a designated Ranbar location within 90 days of original shipment.

Account Stated

Other than a claim by Purchaser under Ranbar's warranty set forth above, Purchaser agrees that an account stated exists with respect to Purchaser's account in the event no objection thereto in writing is received by Ranbar within thirty (30) days of invoicing.

Environmental Compliance

Purchaser shall dispose of all drums properly in accordance with applicable law and Ranbar will not accept the return of any drums. Purchaser agrees to comply with all applicable laws, including environmental laws, with respect to the product and all sales hereunder. Purchaser agrees to indemnify and save harmless Ranbar for all costs and expenses, including counsel fees incurred, as a result of Purchase's non-compliance with applicable law.