



AMERICRAFT MANUFACTURING COMPANY, INC.

Standard Conditions of Sale

TERMS. The following terms and conditions will apply to all proposals, quotations, and sales by AMERICRAFT MANUFACTURING COMPANY, INC. ("Americraft") of its equipment and other products. Acceptance by Americraft of Buyer's order, or Buyer's acceptance of Americraft's proposal, is expressly limited to and conditioned upon Buyer's acceptance of these terms and conditions. Americraft expressly rejects all additional, inconsistent, or different terms, whether in Buyer's purchase order or other documents. Buyer acknowledges that, notwithstanding anything to the contrary contained in its purchase order or other documents, Buyer's receipt and acceptance of the equipment or other products will constitute acceptance of these terms and conditions. Americraft's quotations are estimates only and are not binding on Americraft. All orders are subject to acceptance in writing by Americraft at its home office.

CANCELLATION/CHANGES. Americraft's products are made-to-order; therefore, orders accepted by Americraft may not be canceled without Americraft's written consent, and without Americraft being reimbursed for any and all direct expenses, including but not limited to, expenses arising from special fabrication and modification done in connection with the order. Orders may be canceled with no restocking/cancellation charges within 24 hours of order placement. Orders canceled after 24 hours of placement are subject to restocking/cancellation fees up to 100%. Changes made to orders during production may incur additional charges. Any Goods or Services sold by Americraft that are incomplete shall be deemed to be sold "AS IS" and "WITHOUT WARRANTY OR GUARANTEE OF ANY KIND."

SHIPMENT/DELIVERY/STORAGE. Shipping dates are approximate and dated from receipt of completed and accurate orders at the Home Office of Americraft at the place set forth below our name on the face hereof. Americraft reserves the right to make partial shipments. Americraft shall not be liable for loss, damage or delay caused by fire, strike, civil or military authority, insurrection or riot, embargoes, shortages, wrecks and delays in transportation, or inability to obtain necessary labor, materials, or manufacturing facilities due to such causes or resulting from other causes beyond its control. Delivery of all or any part of this contract is contingent on Americraft's ability to obtain raw material and parts, and is further subject to the requirements and regulations, including priority systems, of the U.S. Government or any agency thereof or by Americraft's acceptance of U.S. Government contracts. Receipt of the equipment sold hereunder by the Buyer, upon its delivery, shall constitute a waiver of all claims for delay. The Buyer agrees to assume all risk for loss or damage or injury to, the equipment from the time it is delivered to a carrier at Americraft's factory at the place set forth below our name on the face hereof, or if shipment is deferred by an act or omission of the Buyer from the time the equipment is completed and ready for shipment, and the Buyer shall be liable for the full purchase price whether or not the equipment is damaged or destroyed.

In the event Americraft is unable to achieve the agreed terms for reasons attributable to the Buyer within ten (10) days from notification of Goods readiness, Americraft shall be entitled to invoice the Buyer and receive payment. Furthermore, after this ten (10) day period, storage costs will be chargeable to the Buyer. If the Buyer, for reasons not attributable to or beyond the control of Americraft, is unable: (i) take delivery of the Goods; (ii) arrange storage; or (iii) where applicable, give Americraft its forwarding instructions to enable the dispatch of the goods within (10) days of notification of Goods readiness, Americraft may provide for storage of the Goods or arrange warehousing on the Buyer's behalf, in each instance at the Buyer's risk and cost. All such charges shall be due and payable by the Buyer upon receipt of a simple receipt from Americraft.

PAYMENT/TAXES. Unless otherwise agreed, payment shall be made within thirty (30) days from the date of Americraft's invoice. Should any payment fall into arrears (60+ days), Americraft is entitled to postpone or cancel performance of any open orders from Buyer wholly or in part and to be paid immediately for performance of the order to date, if applicable. All payments will be made without setoff or reduction of any kind for any reason. Payments made in dispute, made under protest, or made as payment in full must be sent to Americraft as follows: AMERICRAFT MANUFACTURING COMPANY, INC., 7937 School Road, Cincinnati, Ohio 45249. If Buyer defaults, without in any manner limiting the damages to which Americraft may be entitled, Buyer will pay on demand all collections costs and expenses, including reasonable attorney's fees and expenses.

Buyer shall be responsible for all sales, use, value added and similar taxes ("Sales Taxes") required on the Goods, which shall be in addition to the consideration payable for such Goods. If Americraft does not invoice Buyer for such Sales Taxes, Buyer shall report and remit such Sales Taxes directly to the appropriate taxing authority within the time period required by law and shall provide evidence of such remittance to Americraft upon request. Buyer shall be responsible for all import, export, customs duties, fees and similar charges ("Duties") in respect of the Goods, and if Americraft is required to pay any amount of Duties in respect of the Goods, then Buyer shall reimburse Americraft for such amount upon request.

SPECIFICATIONS. In the event Buyer desires changes in specifications furnished by Americraft, such changes shall be subject to Americraft's acceptance and any increased cost resulting therefrom shall be paid by Buyer upon invoice.

TITLE. The title and right of possession of any equipment and material sold hereunder shall remain in and with Americraft until fully paid for in cash, notwithstanding F.O.B. shipment. The Goods will be at the Buyer's risk from the date of shipment, or if shipment is delayed by the Buyer for any reason, risk will transfer to the Buyer from the date that shipment should have taken place.

PATENTS. Except as heretofore set forth, in case any suit or proceedings alleging patent infringement is threatened or instituted against the Buyer and is based upon a claim that any equipment or any part thereof furnished under this contract constitutes an infringement of any United States patent, Buyer agrees that no claim shall be made against Americraft unless Buyer has notified Americraft promptly in writing of the threat or institution of said suit or proceeding and unless Buyer gives Americraft full authority, information, assistance and cooperation in the investigation of all facts and in the preparation and maintenance of any defense. In such an event, it is further agreed that Americraft shall have the following options: (1) Americraft may defend said suit or proceeding in behalf of Buyer and pay all damages and costs awarded therein against the Buyer; or (2) Americraft may replace said equipment or part with non-infringing equipment or part; or (3) Americraft may procure for the Buyer the right to continue using said equipment; or (4) Americraft may remove said equipment or part and refund to Buyer the purchase price less 20% thereof for each year or fraction of a year since the date the same was purchased by Buyer. The foregoing states Americraft's entire liability for patent infringement of any equipment or part furnished hereunder which liability shall cease and terminate five years following the date of Purchase Order.

LIMITED WARRANTY. The Company warrants products of its own manufacture, against defects of material and workmanship under normal use and service for a period of eighteen (18) months from date of shipment or twelve (12) months from date of installation, whichever occurs first. This warranty does not apply to repairs or replacement necessitated by any cause beyond the reasonable control of Americraft, including but not limited to any malfunction, defects or failures which, in the opinion of Americraft, are caused by or resulting from: faulty installation; unauthorized service or parts; Buyer's faulty or negligent assembly of components; the negligence of Buyer or its employees or agents; any alteration or modification of Americraft products or parts; overloading; incorrect electrical connections; use under abnormal operating conditions; misapplication of Americraft products or parts; improper maintenance; operation contrary to furnished instructions; shipping or transit accidents; modification or repair by Buyer; abuse; misuse; neglect; accident; fire, flood, or other acts of God; incorrect line voltage; or normal wear and tear. This warranty does not cover systems or materials not of

Americraft's manufacture. On products furnished by Americraft, but manufactured by others, Americraft extends the same warranty as Americraft received from the manufacturer thereof. Expenses incurred by Buyer (s) in repairing or replacing any defective product will not be allowed except where authorized in writing and signed by any officer of Americraft.

The obligation of Americraft under this warranty shall be limited to repairing or replacing F.O.B. Americraft's plant or allowing credit at Americraft's option. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ALL OF WHICH ARE EXPRESSLY DISCLAIMED. Buyer hereby acknowledges that no other representations were made to Buyer or relied upon by Buyer with respect to the quality or function of the products herein sold.

Removal of Americraft's nameplate or any generic fan nameplate containing the fan serial number voids all warranties, either written or implied. Failure to complete and document all the pre-startup and post startup checks and perform the suggested routine maintenance checks void all warranties, either written or implied.

LIMITATION OF LIABILITY. Notice of any claim, including a claim for defect in material or workmanship, must be given to Americraft in writing within 30 days after receipt of the equipment or other products. Americraft reserves the right to inspect any alleged defect at Buyer's facility before any claim can be allowed and before adjustment, credit, allowance, replacement, or return will be authorized. Buyer will not return any equipment or other products unless Buyer has first obtained a written return authorization from Americraft. Americraft's liability with respect to such defects will be limited to the replacement, free of charge, of parts returned at Buyer's expense, F.O.B. Americraft's plant, and found to be defective by Americraft. IN NO EVENT WILL AMERICRAFT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, INCLUDING WITHOUT LIMITATION DAMAGES FOR INJURY TO PERSONS OR PROPERTY, LOST PROFITS OR REVENUE, LOST SALES OR LOSS OF USE OF ANY PRODUCT SOLD HEREUNDER. Buyer's sole and exclusive remedy against Americraft will be the replacement of defective parts as provided herein or refund of the purchase price for defective products, at Americraft's sole option. Americraft's liability on any claim, whether in contract, tort, negligence, strict liability or otherwise, for any loss or damage arising out of or in connection with Buyer's order or the products or equipment purchased hereunder, shall in no case exceed the purchase price of the equipment giving rise to the claim.

RETURNS. Americraft assumes no responsibility for any material returned without permission. Americraft products are made-to-order; therefore, Americraft's Customer Service Team must review each request for return. If approved, Americraft will issue a Return Merchandise Authorization number ("RMA"), which must be clearly shown on the outside of the carton or crate and on a packing slip. Returned products are subject to a minimum 35% restocking fee. All returned merchandise should be returned "freight prepaid" and properly packaged to prevent damage in transit. Americraft will assess returned items for damage and necessity for refurbishment and deduct accordingly for repairs and parts that cannot be reused. Motors that have been wired are not eligible for credit. Items/parts special ordered or manufactured will not be credited.

RESPONSIBILITY. It is the understanding of Americraft that Buyer will use this equipment in conjunction with additional equipment or accessories to comply with all local and Federal regulations. Americraft assumes no responsibility for Buyer's compliance with state and local regulations.

AGREEMENTS. There are no oral or written understandings or agreements between Americraft and Buyer relative to this matter which are not fully expressed herein or in the accompanying quotation. Typographical errors are subject to correction. All purchase orders of the Buyer shall be accepted in accordance with these Standard Conditions of Sale. Americraft's terms and conditions take precedence over Buyer's conditions. Buyer may not assign its rights or delegate its duties hereunder, or assign any interest herein, without Americraft's prior written consent. Any such assignment or delegation without Americraft's prior written consent shall be void and of no effect. Conflicting Buyer's terms and conditions are not accepted by Americraft without a specific written acknowledgment by an officer of the Company. This contract shall be construed in accordance with the laws of the State of Ohio.

0. **ADVICE.** Any technical or other advice furnished by Americraft to Buyer with respect to the equipment or other products purchased from Americraft is given without charge and Americraft assumes no obligation or liability for the advice or the results thereof. Buyer's reliance on any such advice is at its own risk.
1. **INDEMNIFICATION.** Buyer will hold Americraft harmless against any expense, loss, or damage resulting from actual or alleged infringement or violation of any patent, copyright, trademark, or other intellectual property right as a result of Americraft's compliance with Buyer's designs, specifications or instructions. Buyer shall further hold Americraft harmless against liability or obligation with respect to any expense, loss or damage resulting from equipment, parts, or materials being improperly installed or stored, subjected to accident, damage, misuse or abnormal or unusual operating conditions or conditions not made known in writing to or contemplated by Americraft at the time of agreement of sale, or applied or used for a purpose at variance in any degree from that for which designed.
2. **MISCELLANEOUS.** The applicability of the U.N. Convention on the International Sale of Goods is hereby expressly excluded. Buyer hereby agrees to the exclusive jurisdiction of any state or federal court located within Ohio; provided, however, that nothing contained herein will prevent Americraft from bringing any action or exercising any rights against Buyer or its property within any other state or nation. Any legal action between the parties relating to Americraft's products or this agreement must be brought within two (2) years after the cause of action arises or be forever barred. If any provision hereof is held to contravene any applicable law, such provision only shall be deemed reformed to the extent necessary to conform to such law.

These terms contain the entire understanding of the parties with respect to the subject matter hereof and supersedes any and all prior negotiations, contracts, commitments, and writings with respect thereto. There are no oral understandings, terms or conditions and neither party has relied upon any representation, express or implied, not contained in these terms.