

- c. if Buyer adds, omits, repairs, modifies, replaces or substitutes any components on the equipment without permission from Seller;
- d. if Buyer exceeds at any time the maximum safe loads, pressures or speeds recommended by Seller for the equipment furnished hereunder without the specific written consent of Seller; or
- e. if Buyer otherwise fails to operate the product or equipment in accordance with Seller's printed instructions or otherwise negligently operates the equipment.

5. Delivery. Seller is not obligated to make delivery by a specified date, but will always use its best efforts to make delivery within the time requested. All deliveries are based on F.O.B. Seller's factory, unless specifically agreed otherwise, and Buyer shall pay all shipping costs and insurance from that point. Seller, in its sole discretion, will determine and arrange the means and manner of transportation of the products. Responsibility of Seller shall cease and Buyer assumes all risk of loss or damages upon Seller's delivery to and receipt by a common carrier. Carriers shall be responsible for goods lost or damaged in transit and Buyer shall immediately notify the carrier in writing of such loss or damage. At Buyer's request Seller will offer its assistance.

THE PROPOSED SHIPMENT DATE IS AN ESTIMATE. UNDER NO CIRCUMSTANCES SHALL SELLER HAVE ANY LIABILITY WHATSOEVER FOR LOSS OF USE OR FOR ANY DIRECT OR CONSEQUENTIAL DAMAGES RESULTING FROM DELAY REGARDLESS OF THE REASON(S).

Shortages or errors must be reported within fifteen (15) business days from receipt of shipment to secure adjustment. No merchandise may be returned without securing written approval from Seller. Seller will notify Buyer promptly of any material delay and will specify the revised delivery date as soon as practicable. Seller shall not be liable for any delay in delivery or performance, or for any failure to manufacture, deliver or perform due to (a) any cause beyond its reasonable control; (b) any act of God, act of Buyer, act of civil or military authority, governmental priority, strike or other labor disturbance, flood, epidemic, war, riot, delay in transportation or car shortage; or (c) inability on account of any cause beyond the reasonable control of Seller to obtain necessary materials, components, services or facilities. In the event of any such delay, the date of delivery or of performance shall be extended for a period equal to the time lost by reason of the delay.

6. Technical Advice. All technical advice, recommendations and services of Seller are intended for use by persons having adequate skill, at their own risk, and Seller assumes no responsibility, and Buyer hereby waives all claims against Seller, for results obtained or damages incurred from the use of Seller's advice, recommendations and services.

7. Modification. These Terms and Conditions are intended by Seller and Buyer to constitute a final, complete and exclusive expression of agreement and cannot be supplemented or amended without Seller's prior written approval. Seller's waiver of any breach, or failure to enforce any of the Terms and Conditions at any time, shall not in any way affect, limit or waive Seller's right thereafter to enforce and compel strict compliance with every Term and Condition thereof. If any provisions

of these Terms and Conditions are held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the other portions hereof.

8. Disputes. Buyer and Seller shall attempt in good faith promptly to resolve any dispute arising under these Terms and Conditions by negotiations between representatives who have authority to settle the controversy. If unsuccessful, Buyer and Seller shall further attempt in good faith to settle the dispute by nonbinding third-party mediation, with fees and expenses of such mediation apportioned equally to each side. Any dispute not so resolved by negotiation or mediation may then be submitted to a court of competent jurisdiction in accordance with the terms hereof. These procedures are the exclusive procedures for the resolution of all such disputes between the parties.

All sales, agreements for sale, offers to sell, proposals, acknowledgments and contracts of sale, including, but not limited to, purchase orders accepted by Seller, shall be considered a contract under the laws of the State of Colorado and the rights and duties of all persons, and the construction and effect of all provisions hereof shall be governed by and construed according to the laws of such state. A state or federal court located within the State of Colorado shall have sole and exclusive jurisdiction over any litigation concerning any such matters as well as any alleged defects of any products or equipment covered thereby or damages sustained as a result of such alleged defects.

If any litigation is commenced between Seller and Buyer, or their personal representatives, concerning any provision hereof, the party prevailing in the litigation shall be entitled, in addition to such other relief that is granted, to a reasonable sum as and for their attorneys' fees and costs in such litigation or arbitration.

STONEAGE TRADEMARK LIST

View the list of StoneAge's trademarks and service marks and learn how the trademarks should be used. Use of StoneAge trademarks may be prohibited, unless expressly authorized.

<http://www.sewernozzles.com/trademark-list/>

STONEAGE PATENT DATA

View the list of StoneAge's current U.S. patent numbers and descriptions.

<http://www.sapatents.com>