

TERMS AND CONDITIONS OF SALE

PLEASE CAREFULLY READ THESE TERMS AND CONDITIONS, AS THEY WILL BECOME PART OF OUR LEGALLY BINDING CONTRACT IF YOU AGREE TO MAKE ANY PURCHASE FROM CAMCORP. CAMCORP EXPRESSLY REJECTS ANY AND ALL CHANGES TO THESE TERMS AND CONDITIONS OF SALE THAT YOU MAY WISH TO PROPOSE, PAST, PRESENT, OR FUTURE, UNLESS SIGNED BY AN OFFICER OF CAMCORP DESIGNATED AS SUCH IN THE WRITTEN AGREEMENT. ANY PURCHASE BY YOU FROM CAMCORP IS EXPRESSLY LIMITED TO THESE TERMS AND CONDITIONS OF SALE, NOTWITHSTANDING ANY ATTEMPT BY YOU TO MODIFY THEM BY FUTURE PURCHASE ORDER OR OTHERWISE, AS CAMCORP WOULD NOT, AND DOES NOT, ASSENT TO ANY AGREEMENT BETWEEN THE PARTIES EXCEPT AS SET FORTH IN THESE TERMS AND CONDITIONS OF SALE. IF NOT UNDERSTOOD, OR IF YOU DO NOT AGREE IN FULL TO THE TERMS AND CONDITIONS OF SALE HEREIN, DO NOT MAKE A PURCHASE FROM CAMCORP AND CONSULT AN ATTORNEY.

1. **General.** The Terms and Conditions of Sale outlined herein shall apply to the sale by CAMCORP of products, equipment and parts (the "Equipment") to (Purchaser). Acceptance of orders, whether oral or written, is based on the express condition that Purchaser agrees to all of the terms and conditions contained herein. Placement of orders, whether oral or written, by Purchaser will constitute Purchaser's assent to these terms and conditions. These terms and conditions represent the complete agreement of the parties, superseding all previous communications, and no terms or conditions in any way adding to, modifying or otherwise changing the provisions stated herein shall be binding upon CAMCORP unless made in writing and signed and approved by an officer of CAMCORP. No modifications of any of these terms will be effected by CAMCORP's shipment of goods following receipt of Purchaser's purchase order, shipping request or similar request or similar forms containing printed terms and conflicting or inconsistent with the terms herein. Purchaser acknowledges and agrees that CAMCORP expressly limits acceptance by Purchaser to the written Terms and Conditions of Sale outlined herein, and CAMCORP will not and does not agree to any other terms or conditions, including without limitation any terms or conditions that Purchaser may propose via purchase order or otherwise, absent express, written agreement specifying the additional or different terms and conditions being accepted by CAMCORP and signed by an officer of CAMCORP, and such written agreement must expressly acknowledge the officer status of CAMCORP's representative, otherwise it will not be legally binding nor of any legal force or effect.
2. **Prices.** All prices are F.O.B. CAMCORP's factory and are subject to adjustment, without notice, to CAMCORP's prices in effect at the time of shipment. Price does not include freight charges and installation services unless otherwise stated. If freight is to be pre-paid and added, it will be done at actual cost plus 15%.
3. **Payment Terms.** All accounts shall be paid in U.S. dollars at CAMCORP's principal offices, in accordance with the terms specified in the quotation and/or listed on CAMCORP's invoice. If, in the judgment of CAMCORP, the financial condition of Purchaser at the time Equipment is ready for shipment does not justify the terms of payment specified, CAMCORP may require full payment before making shipment. A service charge of the lesser of 1-1/2% per month or the maximum permissible rate will be added to all past due accounts. If CAMCORP refers a claim for payment to an attorney for collection, Purchaser shall pay all costs and attorney's fees incurred or expended by CAMCORP in pursuing such collection, including without limitation through any and all lawsuits and appeals.
4. **Storage Fees.** There is a one (1) week "grace period" from time of completion for storage at no charge. After which, CAMCORP will assess storage fees for any equipment stored after one (1) week. The price of the storage fees for equipment smaller than 7' diameter (or 7' square) is \$200.00 the first week and \$75.00 each week thereafter. The storage fees for equipment 7' diameter and larger (or 7' square and larger) will be \$400.00 the first week and \$150.00 each week thereafter. This pricing structure is for each piece of equipment.
5. **Crating Fees.** For equipment that is to ship via common carrier there will be an additional fee for packaging/crating equipment for safe transportation in a common carrier.
6. **Title and Risk of Loss.** Title and risk of loss or damage to the Equipment shall pass to the Purchaser upon tender of delivery F.O.B. CAMCORP's factory or other place of manufacture. Notwithstanding the foregoing, any claim by Purchaser against CAMCORP for shortage or damage occurring prior to such delivery must be made in writing ten (10) days after receipt of shipment and accompanied by original transportation bill signed by carrier noting that carrier received goods from CAMCORP in the condition claimed. Any claim by Purchaser for damage occurring during shipment shall be made directly against the freight carrier, with a copy of such claim forwarded to CAMCORP within ten (10) days. In case of failure to provide written notification of claim to the freight carrier and/or CAMCORP with such time period, such claim shall be invalid unless otherwise agreed by CAMCORP in writing. Any shipments returned to CAMCORP as a result of Purchaser's unexcused delay or failure to accept delivery will require Purchaser to pay all additional costs incurred by CAMCORP.
7. **Security.** If Purchaser fails to make payment in accordance with the terms hereof, CAMCORP reserves the right, at its sole option, to remove and reclaim the Equipment upon tender to Purchaser of the whole sum paid to CAMCORP by said Purchaser on account of the purchase price of said Equipment and thereby terminate any and all liability of CAMCORP to the Purchaser on account of the purchase and use of the Equipment. If, in the judgment of CAMCORP, the financial condition of the Purchaser at the time the Equipment is ready for shipment does not justify the terms of payment specified, CAMCORP may require full payment before making shipment. Purchaser hereby grants to CAMCORP a security interest in the Equipment to secure its obligations hereunder, regardless of mode of attachment to realty or other property, until full payment has been made therefor. Purchaser agrees upon request to do all things and acts necessary to perfect and maintain said security interest and shall protect CAMCORP's interest by adequately insuring the Equipment against loss or damage from any cause wherein CAMCORP shall be named as an additional insured whereas all the costs incurred shall be borne by the Purchaser.
8. **Assignment.** Neither party shall assign or transfer this contract without prior written consent of the other party.
9. **Delivery and Delay.** Delivery dates shall be interpreted as estimated and in no event shall dates be construed as falling within the meaning "time is of the essence." CAMCORP shall not be liable for any loss or delay due to war, riots, fire, flood, strikes or

other labor difficulty, acts of civil or military authority including governmental laws, orders, priorities or regulations, acts of the Purchaser, embargo, shortage of transportation facilities or delay in transportation, or inability to obtain necessary labor or materials from usual sources, other contingencies of manufacture or shipment, or other causes beyond the reasonable control of CAMCORP. In the event of delay in performance due to any such cause, the date of delivery or time for completion will be adjusted to reflect the actual length of time lost by reason of such delay. Purchaser's receipt of Equipment shall constitute a waiver of any claims for delay. CAMCORP will use all reasonable efforts to comply with Purchaser's request as to method of shipment, but CAMCORP reserves the right to use an alternate method of transportation or route of shipment if substantial delay might otherwise occur. In such cases CAMCORP will notify Purchaser of such changes as soon as reasonably possible. If the Purchaser declines or is unable to take delivery at the time(s) specified, CAMCORP will have the Equipment stored for Purchaser's risk and account, and the Equipment shall be considered "shipped". In such circumstance, the delivery shall be deemed to be accepted provided that the risk and title shall pass to the Purchaser from the delivery date specified by CAMCORP.

10. **Taxes.** Except for sales tax imposed in the State of Kansas, if applicable, the price does not include any present or future Federal, State or local property, license, privilege, sales, use, gross receipt or other excise, transportation, occupational, like taxes or assessments which may be applicable to, measured by, imposed upon or result from this transaction or any services performed in connection therewith. Any taxes itemized separately to Purchaser on CAMCORP's quotation, order acknowledgment or invoice shall be paid promptly to CAMCORP. All other taxes incurred by the Purchaser through performance of the contract shall be the Purchaser's responsibility to pay directly to the proper taxing authority or if any tax imposed under the Purchaser's performance, it shall be reimbursed to the account of the Purchaser. CAMCORP will accept a valid exemption certificate from Purchaser, if applicable.
11. **Set Off.** Neither Purchaser nor any affiliated company nor assignee shall have the right to claim compensation or to set off against any amounts that become payable to CAMCORP under this contract or otherwise.
12. **Patents.** CAMCORP shall defend any suit or proceeding brought against Purchaser and shall pay any adverse judgment entered therein so far as such suit or proceeding is based upon a claim that the use of the Equipment manufactured under this contract constitutes infringement of any patent of the United States of America, provided CAMCORP is promptly notified in writing and given authority, information and assistance for defense of same; and CAMCORP may, at its sole option, procure the Purchaser the right to continue to use said Equipment, modify it so that it becomes noninfringing, replace the same with noninfringing equipment, or remove said Equipment and refund the purchase price to Purchaser. The foregoing shall not be construed to include an agreement by CAMCORP to accept any liability whatsoever in respect to patents for inventories including more than the Equipment furnished hereunder, or in respect of patents for methods and processes to be carried out with the aid of said Equipment. The foregoing states the entire liability of CAMCORP with regard to patent infringement. Purchaser shall, in respect of goods manufactured or packaged by CAMCORP in accordance with designs, processes or formulas supplied, determined or requested by Purchaser, defend CAMCORP at Purchaser's expense and pay costs and damages awarded in any suit brought against CAMCORP for infringement of any patent by any reason of use of such designs, processes or formulas provided CAMCORP promptly notifies the Purchaser in writing of any claim of or suit for infringement and tenders defense thereof to Purchaser. CAMCORP is entitled to be represented in any suit at its own expense.
13. **Warranty.** CAMCORP warrants that the equipment manufactured by it and delivered hereunder will be free of defects in material and workmanship for a period of eighteen (18) months from the date of shipment by CAMCORP or twelve (12) months from commencement of use of the equipment, whichever comes first (the "Warranty Period"). Notwithstanding, the warranty period is not reviewed or extended by or through repair or replacement whatsoever. Purchaser shall be obligated to promptly report within 24 hours of any failure of the Equipment to conform to this warranty in writing to CAMCORP within the Warranty Period, whereupon CAMCORP shall, at its option, correct such nonconformity by suitable repair to such Equipment, or furnish a replacement part F.O.B. point of shipment, provided Purchaser has stored, installed, maintained and operated such Equipment in accordance with good industry practices and has complied with specific recommendations or instruction of CAMCORP. CAMCORP does not warranty accessories or equipment furnished by CAMCORP, but manufactured by others, and such accessories or equipment shall carry whatever warranty the manufacturer has conveyed to CAMCORP and which can be passed on to the Purchaser. CAMCORP shall not be liable for any repairs, replacements, or adjustment to the Equipment or any costs of labor performed by Purchaser or others without CAMCORP's prior written approval. Equipment returns for any reason will be refused without CAMCORP's prior written approval. Samples supplied by CAMCORP are solely for the purpose of evaluating the suitability of such material for potential use and, as such, the samples are not intended to serve as warranties of any type, either express or implied. Upon request, CAMCORP will endeavor to furnish such technical advice as is reasonably requested by Purchaser in writing. This warranty shall not apply to Equipment that has been altered, modified or repaired by anyone other than CAMCORP or to Equipment that has been damaged through accident, misuse, neglect or lack of proper maintenance. The effects of corrosion, erosion and normal wear and tear on the Equipment are specifically excluded from this warranty.

CAMCORP MAKES NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, EXCEPT THAT OF TITLE, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.

Correction by CAMCORP of nonconformities whether patent or latent, in the manner and for the period of time provided above, shall constitute fulfillment of all liabilities of CAMCORP for such nonconformities, whether based on contract, warranty, negligence, indemnity strict liability or otherwise with respect to or arising out of such Equipment.

14. **Limitation of Liability.** The remedies of Purchaser set forth herein are exclusive, and the liability of CAMCORP with respect to this contract or the Equipment and services furnished hereunder, in connection with the performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or technical direction covered by or furnished under this contract, whether based on contract, warranty, negligence, indemnity, strict liability or other any

other type of claim or demand, shall not, under any circumstances whatsoever, exceed the purchase price of the unit of Equipment upon which such liability is based. CAMCORP AND ITS SUPPLIERS SHALL IN NO EVENT BE LIABLE TO PURCHASER, ANY SUCCESSORS IN INTEREST OR ANY BENEFICIARY OR ASSIGNEE OF THIS CONTRACT FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF THIS CONTRACT OR ANY BREACH THEREOF, OR ANY DEFECT IN, OR FAILURE OF, OR MALFUNCTION OF THE EQUIPMENT HEREUNDER, WHETHER BASED UPON LOSS OF USE, LOST PROFITS OR REVENUE, INTEREST, LOST GOODWILL, WORK STOPPAGE, IMPAIRMENT OF OTHER GOODS, LOSS BY REASON OF SHUTDOWN OR NON-OPERATION, INCREASED EXPENSES OF OPERATION, COST OF PURCHASE OF REPLACEMENT POWER OR CLAIMS OF PURCHASER OR CUSTOMERS OF PURCHASER FOR SERVICE INTERRUPTION WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED ON CONTRACT, WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE, EVEN IF CAMCORP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Any claim by Purchaser with reference to the goods, services, or Equipment sold hereunder for any cause shall be deemed waived by Purchaser unless submitted to CAMCORP in writing within thirty (30) days from the date Purchaser discovered or should have reasonably discovered any claimed breach. This Limitation of Liability is critical to CAMCORP's agreement to provide any goods, services, or Equipment to Purchaser, and CAMCORP would not, and does not, assent to any agreement to provide any goods, services, or Equipment to Purchaser whatsoever unless this Limitation of Liability is included in the parties' agreement and bargain. CAMCORP expressly rejects any attempt by Purchaser to limit or eliminate this Limitation of Liability, as CAMCORP's assent to any agreement with Purchaser is expressly conditioned on Purchaser's agreement, in full, to this Limitation of Liability.

15. **Indemnification.** Purchaser shall indemnify and defend CAMCORP and hold CAMCORP harmless from all losses, costs and expenses including attorneys' fees incurred by CAMCORP in the defense of any lawsuit, proceedings or claims that may be asserted against CAMCORP based upon alleged defects in or failures of the goods, services, or Equipment where such defects or failures are the result of the actions of persons other than CAMCORP.
16. **Cancellation Charges.** If Purchaser notifies CAMCORP that it terminates this order for its convenience, CAMCORP will stop all work as promptly as reasonably possible, but Purchaser shall be responsible for a cancellation charge, computed on the basis of CAMCORP's full cost including overhead, plus twenty percent (20%), for all engineering work, work in progress, raw material, supplies, administrative expenses and all commitments made by CAMCORP in connection with the order, less such allowances as CAMCORP may be in position to make for any standard components and for the balance of the material as scrap. If any portion of the Equipment subject to the quotation, order acknowledgement or invoice is identified as "special" or "Made to Order," Purchaser's order shall not be canceled or cancelable by Purchaser' after acceptable by CAMCORP, except upon payment in full of the purchase price.
17. **Confidentiality.** Any proposals, prints, brochures, drawings, or other information furnished by CAMCORP are intended for confidential use by Purchaser, shall remain the property of CAMCORP, and shall not be disclosed or used to the detriment of CAMCORP's competitive position, and are protected against unlawful use or disclosure by common law and federal and state statutes that cover copyright, patents, trade marks, and trade secrets. Any unauthorized use, printing, copying, disclosure or dissemination of such information may be subject to legal restriction or sanction.
18. **Promotional Material.** All CAMCORP's drawings, descriptive matter, weights, dimensions, the descriptions and illustrations contained in CAMCORP's catalogues, price lists or advertisements, are approximate only and intended merely to give a general idea of the goods described therein and shall not form part of this contract. Because CAMCORP is continually researching and improving its products, it reserves the right to improve, correct and/or further modify its designs and specifications upon notification and mutual agreement between CAMCORP and Purchaser.
19. **Waiver.** Waiver by CAMCORP of any term, condition, or right herein shall not be construed as a waiver of any other term, condition, or right, and failure by CAMCORP to exercise any right arising from any default by Purchaser hereunder shall not be deemed a waiver of such right that may be exercised at any subsequent time.
20. **Severability.** In the event that any one or more of these terms or conditions are held invalid, illegal or unenforceable, such provisions shall be severed and the remaining terms and conditions shall remain binding and effective.
21. **Governing Law.** This contract and all rights and obligations hereunder, including matters of construction, validity and performance, shall be governed exclusively by the laws of the State of Kansas, including the Uniform Commercial Code, without giving effect to the principles of conflicts of law thereof. In the event Purchaser's place of business is in a country that has ratified the United Nations Convention of the International Sale of Goods (1980) ("Convention"), the parties agree to exclude application of the Convention. Venue and jurisdiction with respect to any suit in connection with these terms and conditions and any sales pursuant hereto shall reside solely and exclusively in the courts of Johnson County, Kansas. Purchaser agrees to submit to venue and jurisdiction in the courts of Johnson County, Kansas.
22. **Purchaser's Use.** Purchaser hereby agrees as part of CAMCORP's consideration to sell the Equipment to Purchaser that Purchaser shall use and require all persons operating the Equipment to use any and all proper, safe operating procedures set forth in operator's manual, American National Safety Standards, OSHA Regulations, and instruction sheets relating to the Equipment, and any and all available, feasible and practical point of operation safety devices consistent with Purchaser's use of the Equipment; and Purchaser shall not remove or modify any device, warning sign, operator's manual or work handling tools installed thereon or attached thereto. Purchaser shall notify CAMCORP promptly, in writing, in all events within ten (10) days after its occurrence, of any accident or malfunction involving any Equipment which results in injury to or death of persons, including Purchaser's agents or employees, or damage to property, including Purchaser's property, or the loss of use thereof; and Purchaser shall cooperate fully with CAMCORP in investigating and determining the cause of any such accident or malfunction. Purchaser agrees to indemnify, protect, defend and save harmless, at Purchaser's cost and expense, CAMCORP, its directors, officers and employees and each of them from any loss, liability, cost and damages imposed upon or resulting to them, attributed to the failure of Purchaser to abide by the provision of this Section. Purchaser shall not operate Equipment that is considered to be defective without first notifying CAMCORP in writing of its intentions to do so. Any such use of Equipment shall be at Purchaser's sole risk and liability.