

RAFFEL SYSTEMS, LLC

Terms and Conditions of Sale

1. Controlling Provisions

Generally: This document, including the provisions on the face hereof and Seller's website terms (the "Contract") constitutes an offer by Raffel Systems, LLC ("Seller") to provide the products described herein (the "Products") to the buyer to which this offer is addressed ("Buyer"). If this document is deemed an acceptance of a prior offer by Buyer, such acceptance is limited to the express terms contained herein. Buyer's acceptance of this offer is limited to the terms, covenants and conditions contained in this offer. Seller hereby objects to and rejects any additional, different or varying terms proposed by Buyer, unless Seller expressly assents to such terms in writing. Such proposal of additional, different or varying terms by Buyer shall not operate as a rejection of Seller's offer, and Seller's offer shall be deemed accepted without such additional, different or varying terms. **THIS CONTRACT INCLUDING ALL ITEMS EXPRESSLY INCORPORATED BY REFERENCE CONSTITUTES THE FINAL EXPRESSION OF THE TERMS BETWEEN SELLER AND BUYER REGARDING THE PRODUCTS AND IS A COMPLETE AND EXCLUSIVE STATEMENT OF THOSE TERMS. ANY TERMS, CONDITIONS, NEGOTIATIONS OR UNDERSTANDINGS WHICH ARE NOT CONTAINED IN THIS CONTRACT SHALL HAVE NO FORCE OR EFFECT UNLESS MADE IN WRITING AND SIGNED BY SELLER AND BUYER.** Seller's sales representatives are without authority to change, modify or alter the terms of this Contract.

Acceptance: Buyer shall be deemed to have made an unqualified acceptance of this offer and the terms and conditions herein on the earliest of the following to occur: (a) Seller's receipt of a copy of this Contract signed by Buyer; (b) Buyer's placement of an order; (c) Buyer's payment of any amounts due under this Contract; (d) Buyer's delivery to Seller of any material to be furnished by Buyer; (e) Seller's delivery of the Products; (f) failure by Buyer to notify Seller to the contrary within ten days of receipt of this Contract or (g) any other event constituting acceptance under applicable law.

Quotations: Written quotations are void unless accepted within 30 days from date of issue. Other Seller publications are maintained as sources of general information and are not quotations or offers to sell.

Governing Law: This Contract shall be governed by and construed according to the internal laws of the State of Wisconsin, including, without limitation, the Uniform Commercial Code as adopted in Wisconsin. Neither this Contract nor sales hereunder shall be governed by the provisions of the United Nations Convention on Contracts for the International Sale of Goods. Any cause of action, claim, suit or demand by Buyer allegedly arising from or related to the terms of this Contract or the relationship of the parties shall be brought in a Court situated in the State of Wisconsin. Both parties hereby irrevocably admit themselves to and consent to the jurisdiction of said Court. Upon termination of this Contract for any reason, Seller shall have all of the rights and remedies provided by law, including, without limitation, the rights of a secured party under Chapter 409, Wisconsin Statutes or any successor statute or similar statute in the jurisdiction where Buyer is located or stores the Products.

Severability; Waiver: The invalidity of any provision or clause of this Contract shall not affect the validity of any other provision or clause hereof. Seller reserves the right to correct clerical or similar errors relating to price or any other term shown in this Contract. The failure of either party to insist, in any one or more instances, upon performance of any term, covenant or condition of this Contract shall not be construed as a waiver or relinquishment or any right granted hereunder or the future performance of such term, covenant or condition.

Compliance With Laws: Buyer agrees to comply with all laws and regulations applicable to the purchase, transport, use, storage, sale, lease and/or disposal of the Products including, without limitation, to the extent applicable, the U.S. Export Administration Act and all regulations thereunder.

2. Delivery

Generally: Unless otherwise stated on the face hereof or agreed by Seller in writing, Seller shall deliver the Products F.O.B. (EX WORKS for customers outside the United States) the facility named by Seller (the "Facility"). For purposes of this Contract, "EX WORKS" shall be construed in accordance with INCOTERMS 2000 of the International Chamber of Commerce, as amended. All risk of loss, damage or delay shall pass from Seller to Buyer upon Seller's delivery of the Products to the Facility. Partial shipments shall be permitted. Notwithstanding the foregoing, Seller may in some cases agree to serve as exporter of record for Products to be delivered outside the United States. Seller shall deliver such Products freight collect and may agree to arrange for shipment at Buyer's cost and risk. Buyer shall pay (or reimburse Seller on demand for) all costs and bear all risks associated with the Products from and after the freight forwarder accepts the Products at Seller's Facility.

Delivery Dates: All delivery dates are approximate. Delivery dates given by Seller are based on prompt receipt of all necessary information regarding the order. Seller will use reasonable efforts to meet such delivery dates, but does not guarantee to meet such dates. Failure by Seller to meet any delivery date does not constitute a cause for cancellation and/or for damages of any kind. Time for delivery shall not be of the essence.

Delivery Delays: Any delay in delivery due to causes beyond Seller's reasonable control, or due to any priorities or allocations necessitated by governmental orders or regulations, or due to any causes specified in the following sentence, shall extend the term of delivery by a period equal to the length of such delay. In the event of delay in delivery requested by Buyer or caused

by Buyer's (a) failure to supply adequate instructions; (b) failure to arrange for pickup; (c) failure to supply or approve necessary data in a timely manner; (d) requested changes; or (e) failure to provide documents required for Seller to effect delivery, Seller will store all Products at Buyer's risk and expense. Buyer shall pay all storage costs and expenses upon Seller's demand.

Claims: Claims for shortages or other errors must be made in writing to Seller within ten days after Seller's delivery. Failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Buyer.

Orders: Buyer's order or releases against orders shall be subject to all provisions of this Contract, whether or not the order or change order so states.

3. Prices; Taxes

Prices: Unless prices are stated on the face hereof or otherwise agreed by Seller in writing, prices shall be the higher of Seller's most recent quote to Buyer, prevailing market price, Seller's list price, or the last price charged by Seller to buyer for the Products. Prices are in U.S. Dollars, F.O.B. the Facility (EX WORKS the Facility for Buyers outside the United States).

Taxes: Buyer shall pay or reimburse Seller on demand for all taxes, fees and costs including, but not limited to any manufacturer's tax, retailer's occupation tax, use tax, sales tax, excise tax, value added tax, duty, customs agent or broker fees, inspection or testing fee, freight costs, insurance, consular fees or any other tax, fee or charge of any nature whatsoever, including interest, imposed on, in connection with or measured by any transaction between Seller and the Buyer, in addition to the prices quoted or invoiced.

4. Terms of Payment

Generally: Unless otherwise stated on the face hereof or otherwise agreed by Seller in writing, payment terms are as follows. If Buyer resides in the United States, payment terms are 100% of invoice amount due 30 days after Seller's delivery. If the Buyer resides outside the United States, Buyer shall pay Seller in advance of delivery.

Seller's Rights: Notwithstanding the foregoing, terms of payment on all orders are subject to the prior written approval of Seller's credit department. If Buyer does not pay Seller any amount due under this Contract or any other agreement when such amount is due or if Buyer defaults in the performance of this Contract, Seller may, without liability to Buyer and without prejudice to Seller's other lawful remedies (i) terminate Seller's obligations under this Contract; (ii) declare immediately due and payable all Buyer's obligations to Seller; (iii) change credit terms with respect to any further work; (iv) suspend or discontinue any further work; and/or (v) repossess the Products. Buyer agrees to reimburse Seller for all costs and fees including, but not limited to attorneys' fees and repossession fees, incurred by Seller in collecting any sums owed by Buyer to Seller. Buyer agrees to pay a late payment charge of 1-1/2% per month, or the maximum amount allowable by law, on all amounts not paid in full when due, payable on Seller's demand. Buyer shall not set off amounts due to Seller against claims against Seller.

Security Interest: In partial consideration for Seller's sale of Products to Buyer, Buyer hereby grants to Seller and Seller hereby retains a security interest in all Products sold to Buyer and documents relating to such Products now or hereafter in the possession of or under the control of Buyer, title to which might at any time be determined to have passed to Buyer, including, without limitation, all inventories of the Products or any other product bearing any trademark or trade name of Seller, returns or repossessions and the proceeds, including insurance proceeds and proceeds from products in which the Products were an input, of all of the foregoing, together with the additions and accessions thereof, to secure all of Buyer's obligations to Seller under this Contract and all other obligations of Buyer to Seller. Buyer agrees to execute such financing statements, continuation statements and other documents including, but not limited to, pledge agreements, and to take such actions as may be required by Seller to evidence or perfect the security interest granted herein and the interest of Seller. Seller is authorized in Buyer's name or otherwise to take such actions as permitted under this Contract or applicable law, including, without limitation, signing Buyer's name, and Buyer hereby appoints Seller as its attorney-in-fact for such purpose.

5. Cancellations, Changes and Returns

Cancellations: All undelivered Products may be cancelled by Buyer only upon written approval of an authorized representative of Seller. In the event of any cancellation of an order by Buyer, Buyer shall pay to Seller its reasonable costs and expenses, plus Seller's usual rate of profit for similar work.

Changes: Buyer may not alter or modify its order or any part thereof without Seller's prior, written consent. Seller reserves the right to change the price, terms of payment and delivery dates for any Products affected by any alterations or modification to which it consents.

Returns: No Products may be returned to Seller without its prior, written authorization and Products may be returned only on the terms or conditions specified in such authorization. Returned Products must be of current manufacture, unused, in resalable condition, and securely packaged to reach Seller without damage. Custom manufactured Products are not subject to return. Any cost incurred by Seller to put Products in first class condition will be charged to Buyer. All Product returned to Seller shall be subject to a 20% restocking charge plus the costs of freight, packaging, insurance and any import or export costs. No returns shall be accepted following 60 days after delivery.

6. Limited Warranty

Seller warrants Products manufactured by it and supplied pursuant hereto to be free from defects in materials and workmanship upon delivery. Defective products shall be replaced; and such replacement shall be Seller's sole obligation and the buyer's exclusive remedy pursuant hereto, and shall be conditioned upon Seller's receiving written notice of any alleged defect within ten days after its discovery and, at Seller's option, return of the defective goods to Seller, F.O.B. its Facility. **THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED; AND SELLER EXPRESSLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.** Buyer is responsible for installation and proper use of all Products. Seller's personnel are not authorized to alter this policy.

Seller makes no warranties regarding deterioration of products. Any description of the products, whether in writing or made orally by Seller or Seller's agents, specifications, samples, or similar materials used in connection with Buyer's order are for the sole purpose of identifying the products and shall not be construed as an express warranty. Any suggestions by Seller or Seller's agents regarding use, application or suitability of the products shall not be construed as an express warranty unless confirmed to be such in writing by Seller.

SELLER SHALL NOT BE LIABLE TO BUYER, OR TO ANYONE CLAIMING UNDER BUYER, FOR ANY OTHER OBLIGATIONS OR LIABILITIES, INCLUDING, BUT NOT LIMITED TO, OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORT OR ANY THEORY OF STRICT LIABILITY, WITH RESPECT TO THE PRODUCTS OR SELLER'S ACTS OR OMISSIONS OR OTHERWISE. IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, COMPENSATORY, PUNITIVE, CONSEQUENTIAL, INDIRECT, SPECIAL OR OTHER DAMAGES including but not limited to loss of revenue or profits, loss of use of goods or products, cost of capital, cost of substitute products, facilities or services, downtime costs, cost of field service travel and expenses, labor, inspection, removal or installation of new products or parts or normal maintenance, or claims of customers of Buyer for such claim.

7. Engineering Data

All engineering data, design information, engineering and shop drawings, graphics and industrial designs and drawings used in the completion of this order are and shall remain Seller's property. Buyer shall not copy, reproduce, distribute, publish or communicate to any third party such data, designs or drawings without the prior, written permission of a properly authorized representative of Seller. Seller hereby gives its permission to the Buyer to distribute product data on operation and maintenance information to the end user.

8. Patent Infringement and Defects in Buyer's Specifications

Orders manufactured to Buyer's or its agent's specifications, drawings, designs or descriptions are executed only with the understanding that Buyer will indemnify and hold harmless Seller from any and all damages sustained by Seller, including, but not limited to, reasonable attorneys' fees, resulting from any action or threatened action against Seller for (a) infringement of the patents or proprietary right of any other person, or (b) injury to person or property, including death, relating to defects in Buyer's specifications, drawings, designs or descriptions.

9. Indemnification

Buyer hereby releases and agrees to indemnify, defend and hold harmless Seller, its members, officers, agents, employees, affiliates, successors, assigns and third-party suppliers ("Seller's Indemnified Parties") from and against any and all direct and indirect claims, debts, actions, causes of action, liabilities, losses, suits, demands, fines, penalties, judgments, omissions, damages or expenses whatsoever, including, without limitation, attorneys' fees and costs ("Damages") incurred by or against Seller or any of Seller's Indemnified Parties due to or arising out of, in connection with, resulting from or relating to (i) misrepresentations, breach of the warranties, representations, covenants or agreement(s) contained in this Contract or any law by Buyer or any of Buyer's shareholders, directors, officers, employees, affiliates, representatives, agents, successors or assigns ("Buyer's Parties"), or (ii) any damage to or destruction of property, or injury to or death of persons caused, or alleged to have been caused, in whole or in part, by any intentional, reckless, negligent or other act (or failure to act) of Buyer or any of Buyer's Parties, or (iii) losses, damages or injuries caused by Buyer's products. Buyer's specifications, designs, approvals or instructions provided to Seller, or due to improper application or use of the Products or otherwise. Prior to settling any claim, Buyer will give Seller an opportunity to participate in the defense and/or settlement of such claim. Buyer shall not settle any claim without Seller's written consent. In the event of any recall affecting the Products, Seller shall have the right to control the recall process and Buyer shall fully cooperate with Seller in connection with the recall.

10. Confidential Information; Trademarks

Confidential Information: Buyer acknowledges that all trade secrets, designs, specifications and other Confidential Information (as defined below) which may be disclosed to it by Seller gives Seller a competitive advantage in conducting its business. All Confidential Information shall at all times, both during and after expiration or termination of this Contract for any reason, remain the exclusive property of Seller and that Buyer shall not acquire any proprietary interest whatsoever therein. "Confidential Information" means all knowledge and information disclosed by Seller to Buyer orally or in writing, or acquired by Buyer through observation, regarding Seller's products, technology, inventions, formulas, know-how, services,

forecasts, sales methods, customer lists, customer usages and requirements, financial information, business plans, strategies and future business relationships, disclosed with the exception of such information which: (i) was already part of the public domain at the time of the disclosure by Seller; (ii) becomes part of the public domain through no fault of Buyer (but only after and only to the extent that it is published or otherwise becomes part of the public domain); (iii) was in Buyer's possession prior to the disclosure by Seller and was not acquired, directly or indirectly, from Seller or from a third party who was under a continuing obligation of confidence to Seller; or (iv) is received (after the disclosure by Seller) by Buyer from a third party who did not require Buyer to hold it in confidence and did not acquire it directly or indirectly from Seller under a continuing obligation of confidence. Except as necessary to perform its duties under this Contract, Buyer shall not use or disclose any of such Confidential Information, but shall protect it using at least the same degree of care given its own trade secrets and confidential information. Upon expiration or termination of this Contract for any reason, Buyer shall, within 15 days, surrender to Seller all plans, drawings, specifications, sketches, documents, films, tapes, computer disks, literature, samples, documents, other tangible objects and all copies thereof relating to trade secrets and other Confidential Information and all of Seller's property. Buyer shall be permitted to destroy rather than return all analyses, extracts, and summaries prepared by Buyer which contain Confidential Information, and such destruction shall be certified in writing to Seller by an authorized officer of Buyer who has supervised such destruction. Nothing in this Contract shall be construed to limit or negate the common or statutory law of torts or trade secrets where it provides Seller with broader protection than that provided herein.

Trademarks: Nothing in this Contract shall be construed to give Buyer any right to use any of the Seller's trademarks (the "Trademarks") and Buyer agrees not to make, or allow any of its affiliates to make, any such use. Any use of Seller's trademarks or other intellectual property shall be subject to Seller's prior written approval in each instance and such restrictions as Seller may, in its sole discretion, impose from time to time. Buyer agrees that neither it nor its affiliates will seek to register any Trademark, or any other trademark, service mark, or trade dress owned by Seller or its affiliates, and if Buyer or any of its affiliates does obtain such a registration, Buyer or its affiliate shall immediately assign the name to Seller. Buyer acknowledges and agrees that Seller owns all right, title, and interest in and to the Trademarks. Except as otherwise agreed by Seller, Products sold by Buyer shall bear Seller's Trademark, and Buyer shall not remove or efface such Trademark. Buyer will not repackage the Products in any manner and resell such Products utilizing a different trademark. Any use of Seller's Trademarks in advertisements or promotion must be preapproved in writing by Seller. Buyer and its affiliates agree to take all steps which Seller may from time to time consider to be necessary to perfect or protect Seller's rights in the Trademarks including, without limitation, executing all necessary assignments, declarations, and other documents requested by Seller from time to time. Upon expiration or termination of this Contract for any reason, Buyer and its affiliates shall take such steps and execute such documents as Seller requests to cause Seller to own all rights in the Trademarks. Buyer shall inform Seller promptly of any potential or actual infringement of any of Seller's Trademarks and shall provide all assistance and information required by Seller, at Seller's expense, in connection with any such infringement.

11. Assignment

Neither party may assign these terms and conditions without the prior written consent of the other party provided, however, that Seller may assign these terms and conditions in whole or in part to any of its affiliates and/or perform through subcontractors. Subject to the foregoing, these terms and conditions shall inure to the benefit of, and be binding upon, the parties' successors and assigns.

12. Independent Contractor

Buyer is an independent contractor and neither Buyer nor any of its employees or agents shall be considered an employee or agent of Seller. Neither Buyer nor any of its employees or agents is authorized to incur any obligations or make any promises or representations on Seller's behalf.

13. Force Majeure

Seller shall not be responsible for delay in delivery or failure to fill orders or other default or damage where such has been caused by an act of God, war, major disaster, terrorism, third-party criminal acts, insurrection, riot, flood, earthquake, fire, strike, lockout or other labor disturbance, delay by carriers, shortage of fuel, power, materials or supplies, operation of statutes, laws, rules or rulings of any court or government, demand for goods exceeding Seller's available supply or any other cause beyond Seller's control. In the event of any delay in delivery, failure to fill orders or other default or damage caused by any of the foregoing, Seller may, at its option and without liability, prorate its deliveries, cancel all or any portion of the contract and/or extend any date upon which performance is due hereunder.

14. Survival

The provisions found in sections 1, 4, 7, 8, 9, 10 and 14 and the warranty and damage limitations in section 6, and any other provision the performance or effectiveness of which naturally survives, shall survive expiration or termination of the parties' agreement for any reason. All of Seller's remedies herein are cumulative and not exclusive of any other remedies available to Seller at law, by contract or in equity.