



AGET Terms & Conditions of Sale

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Non-Disclosure

AGET Manufacturing Company ("AGET") is providing a proposal on industrial particulate collection equipment, designs and/or processes ("Equipment"), which may include proprietary design and engineering drawings, manufacturer's specifications, parts and component detail, methodology and pricing. AGET retains its copyrights and other intellectual property rights in all proposals, including, but not limited to drawings, manuals, instructions or any other information or data provided to Customer. Such materials will remain the property of AGET and shall not be disclosed to any third party, including, but not limited to competitors of AGET.

Modifications of Sales Terms

The Terms and Conditions contained in or accompanying any purchase order or other form of communication from AGET customers that are additional to or different from these Terms and Conditions, are deemed rejected by AGET unless expressly accepted in writing.

Acceptance of Offer: Purchase Order Information

This proposal constitutes a written offer and any acceptance of this offer by issuance of a purchase order by Customer or otherwise is limited to the express terms contained in this proposal and these Terms and Conditions. Unless expressly agreed upon by AGET in writing, provisions of any purchase order or other writing submitted by Customer that is inconsistent with AGET's proposal or these Terms and Conditions will be of no force and effect, regardless of any provisions to the contrary in such purchase order or other writing. AGET's failure to take exception to the terms and conditions embodied in any purchase order or other writing shall not be construed as a waiver of the above provisions.

Order Modification or Cancellation by Customer

Any modification of any part of an order, once accepted by Customer, or of any purchase order relating to the Equipment is only valid once AGET has confirmed the order in writing. If the order is placed on hold or cancelled, or if design changes are requested after AGET commences engineering and/or manufacturing, Customer will be responsible for a cancellation charge on all or part of the order to cover expenses incurred by AGET in designing and/or manufacturing the Equipment ordered up to the date of the cancellation or change, as well as additional expenses relating to production rescheduling, set-up or handling storage, inventory costs, etc.



Pricing

All prices are in U.S. Dollars. The proposal accompanying these Terms and Conditions is valid for a period of thirty (30) days from its date unless otherwise specified due to known pricing changes. All complete accessory material manufactured by others and furnished with AGET equipment such as motors, drives, ducting, controls or other completely assembled component structures are subject to price adjustment at time of shipment regardless of the date of original order entry.

Payment Terms

Subject to credit approval, payment is due 30 days after the date of the invoice. For orders over \$40,000, a 25% down-payment is due at the time of order with the remaining 75% due 30 days after the date of the invoice. On all orders, a late fee of 1.5% per month will be added to past due unpaid balances. AGET reserves the right to withdraw credit at any time in its discretion. Customer will be responsible for all costs of collection incurred by AGET, including attorney fees and expenses.

Site Preparation, Equipment Safety and Maintenance

Site preparations of the Customer's production environment to receive and install the Equipment, including floor cleaning, sealing or leveling, addition of reinforcements, concrete pad, electrical connections or other structural changes are the responsibility of Customer. Customer understands that AGET manufactures multi-functional goods that may or may not require safety devices, depending on the use and location of the goods. Customer warrants to AGET that Customer has determined what safety devices, including warning devices and notices of danger, should be placed on the goods sold pursuant to these Terms and Conditions and has either purchased these with the Equipment or from another source.

Customer agrees to follow AGET's instructions, direction and recommendations for Equipment installation, use and maintenance. The parties agree that Customer is solely responsible for all hazards associated with its processes, products, contaminants, or any other hazard that poses a risk to person or property. Customer is responsible for compliance with all applicable laws, standards, and regulations, and for mitigating all hazards safely. Customer is responsible for ensuring that emissions from its processes and equipment are safe and within acceptable and permitted limits and that its operation of the Equipment is safe.

Modifications to AGET Equipment

Modifications made to AGET Equipment by Customer or another that are not authorized via AGET's written approval do not subject AGET to liability and any adverse consequences will be the responsibility of Customer and/or others. Unauthorized modifications include, but are not limited to, mechanical and functional modifications, electrical control modifications, removal of safety and warning labels, removal or modification of guards and safety monitoring devices, or any other unauthorized modification.



Export Control

Customer acknowledges that the goods and the purchase of goods may be subject to various customs, import and export control laws and regulations of the United States and potentially other countries. Customer represents and warrants that it will not export goods or technical data except in conformity with all applicable laws and regulations, including those of the country of export and those of the United States of America.

Radioactive and Asbestos Exclusions

Regarding nuclear/radioactive material and asbestos, Customer acknowledges that the Equipment provided by AGET is not to be used for the conveying, blowing or vacuuming of any materials that are radioactive in nature or which contain asbestos fibers or vermiculite.

Errors

Any of AGET's clerical errors are subject to correction.

Product Changes

AGET may, at any time and without notice, make changes (whether in design, material, improvements or otherwise) in any catalog goods, and may discontinue the manufacture of any catalog goods, without incurring any obligations of any kind as a result.

Return of Products

No product or part may be returned to AGET without first obtaining written authorization and shipping instructions from AGET.

Shipment, Delivery, Risk of Loss

Customer's purchase order must specify a preferred carrier, or the Equipment will be shipped via best way, prepaid and added to the invoice. Unless otherwise agreed to by AGET, delivery of goods to a carrier at AGET's point of shipment in Adrian, Michigan, shall constitute delivery. In the event of a dispute regarding the delivery, quantity or quality of the Equipment or services, the onus of proving the Equipment or services were not delivered and/or that the quantity or quality was not in accordance with the order, rests with Customer. Except as otherwise agreed by AGET in writing, goods are delivered FCA AGET's point of manufacture or distribution and Customer assumes both risk of loss and damage to the Equipment as well as title to the Equipment on AGET's dock. AGET recommends that Customer insure the Equipment while in transit.

Customer agrees to inspect Equipment prior to unloading to ascertain the condition of same and immediately file a claim with the carrier and immediately notify AGET of any damage or shortage. AGET will cooperate with Customer in Customer's claims against the carrier for lost or damaged goods. Failure to inspect the Equipment or failure to notify in writing that the Equipment is nonconforming within ten (10) days after receipt by Customer will constitute a waiver of Customer's right to inspection and rejection for nonconformity and will be an irrevocable acceptance of good by Customer.



Unless the parties agree in writing, Customer must take all Equipment ordered within six (6) months of the order date.

Warranty

AGET warrants that the Equipment will be manufactured in accordance with Customer and AGET specifications as detailed in the proposal. Equipment must be inspected by Customer upon receipt and any warranty issues determinable upon inspection must be communicated to AGET within 30 days of delivery of Equipment to Customer. AGET will replace defective parts within 12 months of the date of shipment, except for parts that are installed or operated improperly by Customer or Customer's agent(s). This warranty does not apply to any Customer-supplied parts, devices or equipment, normal wear and tear or motors (which are warranted by the motor manufacturer).

All electrical motors furnished with AGET equipment are warranted by the motor manufacturer and the motor industry's policy on repair or replacement must be followed in the event of a failure. The Customer must take, or ship, the motor to the nearest authorized repair or service station. A list of authorized service centers is available on the motor manufacturer's website (www.baldor.com), etc. Include an explanation of the defect or problem, a description of the way in which the motor is used, and your name, address, and telephone number. From code numbers on the motor, the service shop can determine whether the motor is under warranty. If found to be defective, it will be either repaired or replaced.

Filter tubes on all FT and FH DUSTKOP After-Filters are warranted for three (3) years when an Application Review form has been submitted to AGET at the time of purchase. Verification of routine maintenance and regular and appropriate levels of shake frequency are required. Any change from the original design intent will void the warranty of the filter tubes unless previously approved by AGET.

All necessary replacements or repairs are FCA AGET's plant in Adrian, Michigan, and all warranty claims are subject to AGET's inspection.

This warranty represents AGET's sole and exclusive warranty obligation. EXCEPT AS CONTAINED HEREIN, AGET EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO A WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

Any adjustment made pursuant to this warranty will not be construed as an admission by AGET that any product was not as warranted.

No Responsibility for Gratuitous Information or Assistance

If AGET provides Customer with assistance or advice regarding any parts, products or service that is not required pursuant to these Terms and Conditions, the furnishing of that assistance or advice will not subject AGET to any liability, whether based in contract, warranty, tort (including negligence) or otherwise.



Delay

All shipping dates given are approximate and, while effort is made to maintain schedules, AGET will not be liable for damages on account of delay. In case of delay by Customer in furnishing complete information, delivery dates will be extended for a reasonable time. AGET will not be responsible for reasonable or excusable delays nor shall the Customer refuse to accept delivery because of any such delays. Excusable delays include, without limitation, delays resulting from accidents, acts of God, strike or other labor difficulties, government controls or other intervention, inability to obtain labor, materials, or services, supplier backlogs and other causes beyond AGET's control.

Limitation of Liability; Indemnity

AGET, AND AGET'S PRESENT AND FUTURE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS AND AGENTS, WILL NOT BE LIABLE TO CUSTOMER AND CUSTOMER WILL INDEMNIFY AND HOLD AGET HARMLESS AGAINST ANY LIABILITY, LOSS OR DAMAGE (INCLUDING ATTORNEY FEES AND OTHER EXPENSES INCURRED IN A JUDICIAL OR ADMINISTRATIVE ACTION) CAUSED OR ALLEGED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, BY CUSTOMER'S POSSESSION, OPERATION OR USE OF THE EQUIPMENT. THE MAXIMUM LIABILITY OF AGET IN CONNECTION WITH THE SALE OF THE EQUIPMENT TO CUSTOMER IS THE ACTUAL PURCHASE PRICE OF THE EQUIPMENT PAID BY CUSTOMER TO AGET. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT WILL AGET BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, LIQUIDATED, CONSEQUENTIAL (INCLUDING BUT NOT LIMITED TO LOST PROFITS), EXEMPLARY OR PUNITIVE DAMAGES.

No Implied Waiver

The failure of either party at any time to require performance by the other party of any provision in this contract will in no way affect the right to require such performance at a later time, nor will the waiver of either party of a breach of any provision of this contract constitute a waiver of any succeeding breach of the same or any other provision.

Governing Law

The purchase of this Equipment and all the terms of this agreement and transaction will be governed by and construed under the laws of the State of Michigan. Customer and AGET agree to the jurisdiction of the federal or state courts located in the State of Michigan for any dispute arising in connection with the sale of the Equipment to Customer.

Waiver of Jury Trial

Each party waives its right to a jury trial in any court action arising out of or related to the sale of this Equipment, whether made by claim, counterclaim, third party claim or otherwise. The prevailing party in any dispute will be entitled to reasonable legal fees and costs. If the prevailing party rejected a settlement offer that exceeds its recovery, the offering party will be entitled to its reasonable legal fees and costs.



Severability

The provisions of these Terms and Conditions are severable and, once accepted, if any provision is held unenforceable or invalid, that invalidity will not affect any other provision.

Entire Agreement

These Terms and Conditions, and any associated engineering specifications, technical drawings, product manuals, warranty, correspondence (written or electronic), constitute the final and entire agreement between AGET and Customer. In the event any communication conflicts with these Terms and Conditions, these Terms and Conditions will prevail, unless the parties acknowledge otherwise in writing.