

TERMS

1. ACCEPTANCE. This quotation is an invitation for an offer and is tendered by Buyer for acceptance by Seller. It shall become a binding contract only when accepted by the General Manager or General Sales Manager at the offices of Seller's sales and service office stated herein. Upon said acceptance, the contract shall be effective after and shall survive (i) delivery of the equipment ordered hereunder and (ii) the signing of any additional security agreement relating to said equipment. If the terms hereof conflict with any such security agreement, the terms of the latter shall control.

2. SHIPMENT. Unless otherwise specifically agreed, all prices are for material packed for domestic shipment and for delivery F.O.B. factory or point of shipment. Shipping dates are approximate and based on prompt receipt of all necessary information. All risk of loss shall be upon the Buyer from point of shipment. Buyer shall pay all transportation and delivery charges to final destination.

3. GENERAL. The terms and conditions on this form shall be the complete and exclusive terms and conditions applicable to the agreement between Lift Power, Inc. and Buyer. Lift Power, Inc. shall not be bound by Buyer's Terms and Conditions unless expressly agreed to in writing. In the absence of written acceptance of these Terms and Conditions by Buyer, either acceptance of or payment for the equipment shall constitute Buyer's acceptance of these Terms and Conditions. Any different or additional terms or conditions in any order, proposal, acknowledgment form, or any other document of Buyer are hereby deemed material alterations and are null and void and superseded by these Terms and Conditions.

4. PRICES. Prices quoted herein are based on present costs. Such prices are subject to increase by Seller at any time prior to delivery in respect of all or any portion of the equipment on order for scheduled delivery more than six (6) months from order date, to the extent necessary to cover Seller's increased costs applicable thereto.

5. PAYMENT. Payment shall be net 15 days date of shipment unless otherwise agreed to in writing. Partial shipments may be made and payments therefore shall become due in accordance with the terms hereof. Production, shipment, and delivery shall at all times be subject to the approval of Lift Power Inc.'s credit department. Lift Power, Inc. reserves the right at any time to modify or withdraw credit terms without notice and to require guarantees, security, or payment in advance of the amount of the credit involved. If Lift Power, Inc. at any time doubts Buyer's financial responsibility, Lift Power, Inc. may decline to make shipments hereunder except upon cash payment in advance or receipt of security or other proof of responsibility satisfactory to Lift Power, Inc.

6. TAXES. The amount of taxes stated on the face hereof, if any, is approximate only. Buyer is liable for the full amount of all taxes applicable to or as a result of this transaction, exclusive of franchise taxes and taxes measured by the net income of Seller. Buyer shall pay the amount of all such taxes as at any time requested by Seller as if originally added to the price. If Seller pays such taxes, Buyer shall reimburse Seller therefor.

7. SECURITY INTEREST AND DEFAULT. Seller shall retain a security interest in the equipment delivered hereunder until the total selling price, including taxes, delivery and other charges, is paid in full by Buyer. Buyer

agrees to sign and deliver to Seller any additional security agreement required by Seller.

If Buyer shall fail or refuse to accept delivery of the equipment and parts ordered hereunder or shall default in the performance of any of the terms, covenants and conditions of this Agreement, Seller may retain the cash deposited or paid to it and the equipment accepted by it on account of the sale price, if any, "and apply the same toward payment of its damages. If equipment ordered has been delivered to Buyer by Seller at the time of default, Seller may declare the full amount due and payable without notice or demand and may repossess the equipment. Repossession and disposition of equipment, and suit for any deficiency, shall be pursuant to applicable laws. The remedies provided herein in favor of Seller shall not be deemed exclusive, but shall be cumulative and shall be in addition to all other remedies in Seller's favor existing at law or in equity.

8. WARRANTY. Warranty in effect at the time of sale confirmation for the specific product described in this proposal shall apply.

9. DELAYS. Seller shall not be liable for loss or damage due to delay in delivery or manufacture, resulting from any cause beyond Seller's reasonable control, including but not limited to, compliance with any regulations, orders, or instructions of any federal, state or municipal government or any department or agency thereof, acts of God, acts or omissions of the Buyer, acts of civil or military authority, fires, strikes, factory shutdowns or alterations, embargoes, war, riot, delays in transportation, or inability due to causes beyond the Seller's reasonable control to obtain necessary labor, manufacturing facilities or materials from the Seller's usual sources; and any delays resulting from any such cause shall constitute a waiver of all claims for damages. In no event shall Buyer or Seller be liable for special or consequential damages.

10. CANCELLATION. Buyer may cancel its order, reduce quantities, revise specifications or extend schedules only by mutual agreement as to reasonable and proper cancellation charges which shall take into account expenses already incurred and commitments made by Seller, and Buyer shall indemnify Seller against any loss resulting therefrom.

11. ENTIRE AGREEMENT AND APPLICABLE LAW. The rights and obligations of Seller and Buyer under any order placed pursuant hereto shall be governed by the laws of the state where accepted by Seller. The provisions hereof are intended by Buyer and Seller as a final expression of their agreement and are intended also as a complete and exclusive statement of all the terms applicable to Buyer's order. No waiver, modification or addition to any of the terms hereof shall be binding on Seller unless made in writing by the General Manager or the General Sales Manager at Seller's office as stated herein. In the event of conflict between Buyer's purchase order and the terms hereof, the latter shall control.

12. TITLE TO THE GOODS herein described shall not pass to the buyer until the purchase price has been paid in full. In the event of non payment within sixty days after delivery, we reserve the right to repossess said goods and to charge a reasonable sum for the use thereof during the period from delivery to repossession.