

AIM JORACO TERMS AND CONDITIONS OF SALE

AIM JORACO (hereinafter called "Seller") agrees to sell the goods covered herein on the following terms and conditions of sale, and Buyer's acceptance of the Goods will manifest Buyer's assent to these terms and conditions.

Any additional or different terms that may be contained in any documents furnished by the Buyer are hereby objected to and rejected. **THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE BUYER AND SELLER WITH RESPECT TO THE GOODS FURNISHED HEREUNDER. NO REPRESENTATION, PROMISE OR CONDITION NOT SET FORTH HEREIN HAS BEEN RELIED UPON BY BUYER OR SHALL BE BINDING ON EITHER PARTY HERETO.**

1. ORDERS: Orders are subject to acceptance at home office of the Seller.

2. PRICE, DISCOUNTS, AND MINIMUM BILLING: All prices, discounts, and minimum billing are in accordance with the established price and discount schedule of the Seller, AND ARE SUBJECT TO CHANGE WITHOUT NOTICE. Merchandise will be invoiced at prices prevailing at time of shipment. All prices are F.O.B. Shipping Point. Subject to establishment of satisfactory credit, terms are strictly net cash, thirty days from date of invoice payable in United States funds.

3. CREDIT CONDITIONS: If, at any time, the financial condition of Buyer, or Buyer's prior performance under the terms of this or any other agreement with Seller shall cause Seller to question Buyer's ability to perform, Seller may demand adequate assurance of Buyer's financial condition. Such demand for assurance may require full payment of all amounts then due and owing by Buyer, or may require partial or full advance payment of the purchase price of goods which have been scheduled for delivery, but shall not be limited to the foregoing. If Buyer fails within 10 days of Seller's demand to provide the Seller with such assurance, Seller may be entitled to cancel any order then outstanding, shall be entitled to receive reimbursement for its cancellation charges, and may proceed to collect, without limitation, any sums due and owing, its cancellation charges and all damages resulting from Buyer's default. In the event of bankruptcy or insolvency of Buyer, or in the event any proceeding brought against Buyer, voluntary or involuntary, under the bankruptcy or insolvency laws, Seller shall be entitled to cancel any orders then outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its reasonable and proper cancellation charges. Unless otherwise agreed in writing, all export sales are to be covered by an irrevocable confirmed letter of credit established in an acceptable American bank.

4. DESIGNS: All designs and specifications shown in Seller's catalog are subject to change without notice. In the event Buyer specifies modifications or objectives that require customization or build-to-order or modified versions of products manufactured by Seller, Seller manufactures and sells such custom orders "as is," without warranty whatsoever, and Seller specifically disclaims any specific performance or durability characteristics unless otherwise set forth in writing signed by an authorized executive officer of Seller.

5. SHIPMENT AND DELIVERY: Shipments are made F.O.B. Seller's shipping point. Risk of loss or damage and responsibility shall pass from Seller to Buyer upon delivery. While Seller will use all reasonable commercial efforts to maintain the delivery date(s) acknowledged or quoted by Seller, all shipping date are approximate and not guaranteed. Seller reserves the right to make partial shipments. Seller, at its option, shall not be bound to tender delivery of any goods for which Buyer has not provided shipping instructions. Freight charged on shipments includes freight plus shipping and handling charges. All shipments are carefully inspected, checked and properly packaged at our Company and delivered to the carrier in good condition. The Seller makes every effort to ensure merchandise arrives to the Buyer in good condition. Merchandise delivered to the carrier becomes property of the Buyer and the Buyer assumes responsibility for inspection and notice of any damage, whether hidden or obvious and has the responsibility to report such damages, to the transportation company within five days (5) of receipt of the shipment at Buyer's premises to avoid forfeiting claim for damages. **WHAT TO DO IF A BUYER RECEIVES DAMAGED SHIPMENT: Leave the items, packaging materials and carton "AS IS". Notify the carrier's local office and ask for immediate inspection of the carton and contents. After inspection has been made by the carrier, and Buyer has receipt of acknowledgement in writing as to the damage, contact Seller at (401) 232-**

1710, 2 for a return authorization number. Seller will need our order # and your P.O. #. Seller will either repair or replace the merchandise depending upon the extent of the damage. IT IS THE BUYER'S RESPONSIBILITY TO FOLLOW THE ABOVE INSTRUCTIONS OR THE CARRIER WILL NOT HONOR ANY CLAIMS FOR DAMAGE. Also if there are any shortages or questions regarding the shipment please notify the Seller within five (5) days.

6. LIABILITY: The Buyer shall remain primarily liable for the purchase price and the Seller shall not be obliged to accept any terms or condition of payment which will shift said liability to a third person not a party to the contract of sale, whether or not such third person is the United States Government, its agents or instrumentalities.

7. PATENTS: Subject to the limitations of Section 16, Seller shall defend any suits brought against Buyer based on a claim that the goods provided by Seller constitutes an infringement of a valid patent of the United States, and shall pay any damages and reasonable costs awarded therein against Buyer, provided that Buyer promptly notifies the Seller in writing and gives authority, information and assistance to Seller for defenses of such suit and permits Seller to control completely the defense, settlement, or compromise of any such allegation of infringement. In the event that the goods provided by Seller are held to be infringing in such suit and their use is enjoined, Seller shall, at Seller's expense and option, provide a commercially acceptable alternative, including, but not limited to, procuring for Buyer the right to continue using the goods, replacing them with non-infringing goods or modifying them so they become non-infringing or grant Buyer a credit for the depreciated value of the goods and accept return of them. In the event, of the foregoing, Seller may also, at its option, cancel this agreement as to future deliveries of such goods, without liability. Buyer agrees that Seller shall not be liable and that Buyer shall fully indemnify Seller if infringement is based upon the use of goods in connection with products or services not manufactured and/or provided by Seller or in a manner for which the goods were not designed by Seller or if the goods were designed by Buyer or were modified by or for the Buyer in a manner to cause them to become infringing.

8. FORCE MAJURE: Seller shall not be liable in any way for any default or delay in shipping due to contingencies beyond its control, or the control of its suppliers or sub-contractors, which prevents or interferes with Seller making delivery on the date specified, including but not limited to war, restraints affecting shipping, delivery of materials or credit as a result of war, or war restrictions, non-arrival, delay or failure to produce materials as a result of war or war restrictions, rationing of fuel, strikes, lockouts, fires, bombings, acts of terrorism, accidents, flood, droughts, and any other contingency affecting the Seller, its suppliers, or subcontractors; and the Seller shall have the right to cancel a contract of sale or extend the shipping date in the event that one or more of such contingencies prevent or delay shipments. In the event of delayed or extended shipping instructions, any additional shipping charges shall be paid by the Buyer as part of the purchase price.

9. WEIGHTS AND DIMENSIONS: Shipping weights and dimensions given in Seller's catalog are as close to actual as practicable but are not guaranteed. No claims will be allowed because of any discrepancy between weight or dimensions shipped and listed data.

10. SHIPPING AND PACKING: All material is carefully packed for shipment and Seller will not be responsible for loss, delay or breakage after having received "in good order" receipts from the transportation company. All claims for breakage, loss, delay and damage must be made to carriers. In the absence of directions, good will be shipped by the method and via carrier Seller believes dependable. Goods held in factory beyond delivery date for convenience of Buyer will be invoiced on date of completion and terms of payment will apply as from invoice date. Such goods will be subject to changes for warehousing and other expenses incident to such delay.

11. CANCELLATION: Orders are not subject to cancellation or change in specifications, shipping schedules or other conditions originally agreed upon without Seller's written consent and then only upon agreement to compensate Seller for loss caused by such cancellation or charges.

12. LIMITED WARRANTY: The Manufacturer warrants its products and equipment to be free from defects in material and workmanship for a period of one year from date of shipment from factory. The Manufacturer is not responsible for damage to its products through normal wear and tear, improper installation, maintenance, use repairs or adjustments, or attempts to operate it above its rated

capacity, or voltage, intentionally or otherwise, or for unauthorized repairs. To the extent that Manufacturer has relied upon specifications, information, representation of operating conditions or other data supplied by Buyer or its agents to Seller in the selection or design of the goods and the preparation of Seller's quotation, and in the event that actual operating conditions differ from those represented by Buyer and relied upon by Manufacturer, any warranties or other provisions contained herein which are affected by such conditions shall not be null and void. **NO OTHER REPRESENTATIONS, GUARANTEES, OR WARRANTIES EXPRESS OR IMPLIED, ARE MADE BY THE MANUFACTURER AND THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND WAIVED BY BUYER, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS, OR OTHERWISE, AND WHETHER OR NOT SELLER'S PRODUCTS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED FOR BUYER'S USE OR PURPOSE.**

13. RETURNS FOR REPAIR: When equipment is to be returned for repair due to causes not covered by Manufacturer's warranty, the Buyer shall notify the Seller in writing and, after receipt of shipping advice, the Buyer may return it to AIM JORACO®, at the address specified by the seller, carrying charges prepaid. Seller's Service Department will put such equipment in operating condition at the lowest possible cost, for which Buyer shall reimburse Seller immediately upon receipt of an invoice for such repair costs. When necessary to make a return, give all possible information regarding the trouble experienced and complete details of the installation with which the device was used.

14. RETURN FOR CREDIT: No returns for credit will be accepted unless Seller's written permission has been obtained in each case in advance. Only sizes and designs taken from Seller's regular line which are in active demand can be accepted for credit. Credit will be based on prices prevailing of the time of return, or invoiced price, whichever is lower, subject to deduction for handling and an additional deduction for expenses incurred in restoring goods to salable condition. Obsolete or specifically manufactured goods can be accepted only to the extent of value to Seller in each case. No credit will be issued other than to the original purchaser.

15. NOTICE OF CLAIM BY BUYER: Seller shall have no liability on any claim by Buyer with respect to any product furnished hereunder alleged to be not in conformity with the terms and conditions hereof, or with any warranty expressed in these terms and conditions unless written notice specifying such claim shall have been sent by Buyer to Seller promptly after the earliest date on which the basis for such claim could have been discovered by Buyer with reasonable diligence, but in no event later than one year from date of shipment. Seller shall not be liable to Buyer for any claim under this contract of which it does not receive written notice as provided in the preceding sentence. Failure to so notify Seller shall constitute a waiver of and any claims hereunder.

16. LIMITATIONS UPON REMEDIES OF BUYER AND OTHERS: AS TO ANY CLAIM OF WHATEVER NATURE ASSERTED AGAINST SELLER THAT IS RELATED TO THIS TRANSACTION OR TO THE GOODS WHICH ARE THE SUBJECT THEREOF, THE REMEDIES OF THE BUYER AND ALL OTHERS CLAIMING UNDER, WITH, OR THROUGH THE BUYER ARE EXPRESSLY LIMITED TO THE FOLLOWING: (A) SELLER WILL, AT ITS OPTION, EITHER (1) CAUSE REPAIR OF OR REPLACE AN ALLEGEDLY NONCONFORMING PRODUCT AT THE DELIVERY POINT SPECIFIED HEREIN, OR (2) REPAY THE CONTRACT PRICE HEREIN OF SUCH PRODUCT UPON ITS RETURN BY BUYER TO SAID DELIVERY POINT, PLUS ANY TRANSPORTATION CHARGES PAID BY BUYER IN ADDITION TO SUCH PRICE, (3) CREDIT BUYER WITH AN AMOUNT DETERMINED IN ACCORDANCE WITH SECTION 2-714 (2) OF THE UNIFORM COMMERCIAL CODE; (B) NOTWITHSTANDING ANY OTHER PROVISION OR TERM OF THIS CONTRACT OR OF ANY EXISTING OR FUTURE DOCUMENT OR INSTRUMENT BEING DEEMED PART OF THIS CONTRACT, THE LIMIT OF SELLER'S LIABILITY WITH RESPECT TO THIS TRANSACTION OR WITH RESPECT TO THE GOODS WHICH ARE SUBJECT THEREOF, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE)

SHALL, EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN PARAGRAPH (A), BE THE CONTRACT PRICE HEREIN OF THE SPECIFIC PRODUCT SUPPLIED BY THE SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. BUYER AGREES THAT IN NO EVENT SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. THE TERM "CONSEQUENTIAL DAMAGES" SHALL INCLUDE, BUT NOT BE LIMITED TO, LOSS OF ANTICIPATED PROFITS, LOSS OF USE, LOSS OF REVENUE, COST OF CAPITAL, AND DAMAGE OR LOSS OF OTHER PROPERTY OR EQUIPMENT. (C) Seller shall not be liable for and Buyer assumes responsibility for all personal injury and property damage resulting from the handling, possession, or use of the goods, (D) The foregoing is intended as a complete allocation of the risks between the parties. Because of the bargain struck and the price paid reflect such allocations this limitation upon remedies will not have failed of its essential purpose. It is expressly understood that any technical advice furnished by Seller with respect to the use of Goods is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk.

17. JIGS, FIXTURES DIES, ETC: Any jigs, fixtures, dies, tools or patterns required shall be the property of the Manufacturer, regardless of whether the costs of the same are paid by the Buyer or not, or whether the same was provided to Manufacturer by Buyer.

18. FOREIGN LAWS: No responsibility or liability will be taken for import duties, laws, regulations or taxes imposed by any foreign country.

19. TAXES: Any manufacturer's excise tax, use tax, sales tax, or tax or duty of any nature whatsoever arising out of or assessed against orders, shall be added to the price quoted or invoiced and shall be paid by the Buyer; and in event Manufacturer is required to pay any such taxes or duties, the Buyer shall reimburse Seller therefore, unless Buyer shall provide Seller at the time an order is submitted with exemption certificates or other documents acceptable to taxing or custom authorities.

20. ASSIGNMENT: Buyer shall not assign its rights or delegate its duties hereunder or any interest therein or any rights hereunder without the prior written consent of the Seller, and any such assignment without such consent, shall be void.

21. GENERAL PROVISIONS: These terms and conditions supercede all other communications, negotiations, and prior oral and written statements regarding the subject matter of these terms and conditions. No changes, modification, rescission, discharge, abandonment or waiver of these terms and conditions shall be binding upon Seller unless made in writing and signed on its behalf by a duly authorized representative of the Seller. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this agreement by Seller's receipt, acknowledgement, or acceptance of purchase orders, shipping instruction forms or other documentation containing terms at variance with or in addition to those set forth herein. **UNLESS OTHERWISE SPECIFICALLY PROVIDED IN SELLER'S QUOTATION, GOODS AND SERVICES HEREUNDER ARE NOT INTENDED FOR USE IN ANY NUCLEAR OR NUCLEAR RELATED APPLICATIONS.** Buyer (i) accepts Goods and Services in accordance with the restriction set forth in the immediately preceding sentence, (ii) agrees to communicate such restriction in writing to any and all subsequent purchasers or users and (iii) agrees to defend, indemnify and hold harmless Seller from any and all claims, losses, liabilities, suits, judgements and damages, including incidental and consequential damages, arising from use of Goods and Services in any nuclear or nuclear related applications, whether the cause of action be based in tort, contract or otherwise, including allegations that Seller's liability is based on negligence or strict liability. No waiver by either party with respect to any breach or default or of any right or remedy and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. The validity, performance and all other matters relating to the interpretation and effect of this agreement shall be governed by the law of state of Rhode Island. Buyer and Seller agreed that the proper venue for actions arising in

connection herewith shall be only in Rhode Island and all parties agree to submit to such jurisdictions. All clerical errors are subject to correction. All parties hereby WAIVE TRIAL BY JURY in any action whatsoever.

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