

TERMS AND CONDITIONS OF SALE

These General Terms and Conditions of Sale and Delivery (the "Terms") are applicable to all customers (the "Customers" and each, individually, a "Customer") of Oventrop Corp., a Delaware corporation (the "Company").

1. Terms and Conditions of Sale:

1.1 Company shall sell and deliver to Customer and Customer shall purchase and accept from Company the products (herein, the "Products") described on or in any confirmed order, agreement or quotation, or any combination thereof (the "Order"), pursuant to the terms and conditions of the Order and those specified below, which taken together shall constitute the entire agreement between Company and Customer regarding the Products (herein, this "Agreement").

1.2 No other terms or conditions shall be of any effect unless otherwise specifically agreed to by Company in a separate written agreement duly signed by an officer of Company. Customer will be deemed to have assented to all Terms if any part of the Products is accepted by Customer. If Customer finds any Term not acceptable, Customer must so notify Company at once and must reject the Products delivered under this Agreement.

Any additional or different terms or conditions contained in Customer's order or response hereto shall be deemed objected to by Company and shall be of no effect. No general terms and conditions of a Customer shall at any time form a part of the content of any contract or agreement between the Customer and the Company, even if they are not further expressly rejected by the Company.

1.3 No Order is binding upon the Company until the earlier of: (1) acceptance of the Order in writing or (2) the delivery of the Products to the Customer. Notwithstanding any prior acceptance of an Order by Company, Company shall have no obligation if the Customer is in breach of any of its obligations hereunder, or any other agreement between the Customer and Company, at the time Company's performance was due.

1.4 All verbal agreements concerning the terms of any Order, including agreements made by telephone, shall have no force and effect unless and until acknowledged by the Company in writing.

1.5 Customer shall bear all costs associated with the cancellation or modification of the Order.

2. Technical Data and Information in Catalogs: All technical data and specifications in catalogs, installation instructions, product documentation, price lists, etc. are benchmarks only and are not warranted or guaranteed in any manner by the Company. Oventrop may from time to time adjust such technical data and specifications without notice.

3. Prices:

3.1 Unless otherwise stated, all price quotations are EX WORKS (per Incoterms 2000) and do not include costs for packaging, postage or other freight charges, insurance or taxes, if any.

3.2 Products prices will be governed by the Company's current prices which the Company may adjust from time to time without giving notice.

3.3 All Prices are quoted in United States Dollars

4. Terms of Payment:

4.1 Payment terms are prepaid. For all Customers with approved credit the terms are net 30 days from the date of invoice.

4.2 Prices for future deliveries of Products will be governed by the Company's current price list then in effect, which is available on request. All pricing information contained in catalogs or price lists of Oventrop is subject to confirmation by Company.

4.3 Company may without notice to Buyer increase the price of the Products by the amount of any new or increased tax (excluding franchise, net income and excess profits taxes) which Company may be required to pay on the manufacture, sale, transportation, import, export, delivery or use of the Products or the materials required for their manufacture or which affects the cost of such materials

5. Taxes: Purchaser agrees to provide Oventrop with its assigned tax exemption number and agrees to pay, in addition to the purchase price, all applicable sales, use, excise, value added or other similar taxes.

6. Delivery Terms

6.1 Except as specified elsewhere herein or in any other as otherwise agreed to in writing between Company and Buyer, orders for Products may not be cancelled without Company's prior written consent and the payment of cancellation charges. Company shall specify the cancellation charges upon inquiry by Buyer.

6.2 Title to and risk of loss for the Products shall pass to Buyer upon Company's delivery thereof to carrier and any reference in these terms and conditions to "deliver" shall refer to such delivery.

6.3 The Company shall not be liable to Buyer for delays in delivery or damage to Products while in transit, irrespective of whether Company

or Buyer determined the mode of transportation.

7. Force Majeure: The Company shall not be liable to Buyer or any other person for any failure or delay in the performance of any obligation under this Agreement due to events beyond its reasonable control, including, but not limited to, storm, flood, earthquake, explosion, accident, acts of the public enemy, wars, riots and public disorder, sabotage, strikes, lockouts, labor disputes, labor shortages, work slowdown, stoppages or delays, shortages or failures or delays of energy, materials, supplies or equipment, transportation embargoes or delays, acts of God or other.

8. Indemnification by Customer:

8.1 Except in cases of Company's willful misconduct or gross negligence, Customer agrees to diligently defend, and to hold harmless and indemnify Company and its directors, officers, employees, shareholders, affiliates, agents and representatives (the "Company Indemnitees") from and against any and all liability, claims, lawsuits, losses, demands, damages, costs and expenses, including, without limitation, attorney's fees and costs, expert's fees and costs, and court costs, and in each case as such costs are incurred (the "Losses"), (i) arising directly or indirectly out of any use of the Products, whether authorized or unauthorized, and irrespective of whether such claim alleges personal injury, product liability, strict or absolute liability, breach of contract or implied contract or warranty, or any other claim of any nature on any theory of recovery, except to the extent such Losses have been incurred as a direct result of a breach of Company's warranty pursuant to Section 12 or Company's gross negligence or willful misconduct, or (ii) arising out of any breach or misrepresentation of any of Customer's representations or covenants or other terms of this Agreement, including, without limitation, any failure to use or supervise use of the Products strictly in accordance with the User Manual.

8.2 Company will promptly notify Customer of any claim, suit or proceeding that Customer may have indemnification obligations with respect to under this Section; provided, however, that any failure by Company to provide prompt written notice hereunder shall excuse Customer only to the extent that Customer is prejudiced by such failure to give notice. Company shall cooperate with Customer with regard to the defense of any suit or threatened suit. Customer may assume control of the defense of any such claim, proceeding or suit and shall have the authority to settle or otherwise dispose of any such suit or threatened suit, and to appeal any adverse judgment which may be entered, except that Customer must obtain Company's prior written consent to any settlement unless the settlement involves solely the payment of money and all of such payment is payable by Customer, its insurers, and parties other than the Company Indemnitees.

8.3 Customer shall notify Company in writing within 10 days of Customer's receipt of knowledge of any accident or safety incident involving the Products which results in personal injury or damage to property, or any government or similar investigation, claim or inquiry involving the Products. Customer shall fully cooperate with Company in the investigation and determination of the cause of any such accident or incident, and shall make available to Company all statements, reports and tests made by Customer or made available to Customer by others. The furnishing of such information to Company and any investigation by Company of such information or incident report shall not in any way constitute any assumption of any liability for such accident or incident by Company, nor shall it affect the indemnification obligations above.

8.4 Customer represents and warrants that it has in place the necessary insurance and liability waivers to cover the use and operation of the Products by Customer's personnel, customers, and third-party users. In addition, Customer represents and warrants that it maintains a policy of insurance at levels sufficient to support the indemnification obligations assumed by it in this Agreement. Customer will notify Company promptly if Customer's coverage is materially reduced or cancelled.

9. Choice of law and forum: These terms and conditions and any order shall be construed, and the rights of the parties shall be interpreted in accordance with the laws of Connecticut. The parties agree that courts located in Hartford, shall be the exclusive forum for any dispute arising hereunder or with respect to any order. The parties expressly waive any objections based on personal jurisdiction or venue and consent to service of process by certified mail, return receipt requested.

10. Special Orders: All sales for special orders and assemblies are final, no returns will be accepted.

11. Returns: Returns of goods must be authorized by the Company prior to return of the goods. A 20% restocking fee applies. Goods that are damaged, have soiled, damaged or missing original packaging will receive no credit. Returns only within 30 days of invoicing.

10. Limited Warranty: For Warranty terms, see www.owntrop-us.com