

AMMERAAL BELTECH MODULAR, INC.

TERMS AND CONDITIONS OF SALE 2010

GENERAL: This sale is limited to the terms and conditions specified herein and on the Ammeraal Beltech Modular, Inc. Quotation, Sales Order, and Sales Invoice. Ammeraal Beltech Modular, Inc. does not agree to any proposed additions, alterations, or deletions by the Purchaser. The following terms and conditions shall be a part of any contract for sale, which may be entered into between the Purchaser and Ammeraal Beltech Modular, Inc. Any terms and conditions in any document or writings by Purchaser pertaining to such contact for sale, irrespective of its wording or when received by us, which is in conflict or inconsistent with or add to the terms and conditions hereof, will not be acceptable or become a part of any resulting contract without our express written consent. Neither acknowledgment and return of a copy of Purchaser's purchase or other form, irrespective of its terms nor the filling and shipment of such order, shall constitute acceptance of such conflicting, inconsistent or additional terms, nor shall they in any way operate to modify, or change the full effect of the terms and conditions herein.

ACCEPTANCE AND PRICES: Quotations are valid for thirty (30) days unless extended by Ammeraal Beltech Modular, Inc. Prices quoted will be firm for orders accepted at the factory where material is scheduled by us for shipment within sixty (60) days after the date of quotation; otherwise, we reserve the right to apply prices in effect at the time of shipment. Terms of payment, discounts, or minimum charges applicable to quotations or sales orders are specified on quotations and sales orders. Prices do not include sales, use, excise, or other similar taxes, and Purchaser shall pay all such taxes. Additional charges may be made to cover any unforeseen or unusual cost elements which may not have been contemplated including but not limited to, overtime work authorized by Purchaser, and special packing, engineering, and documentation. All orders are subject to acceptance by Ammeraal Beltech Modular, Inc. at the factory and are subject to credit approval. Total prices on invoices may differ slightly as price records for electronic calculation may be on both a list and discount basis or a net basis. Placement of order with Ammeraal Beltech Modular, Inc. signifies Purchaser's acceptance of these terms and conditions.

SHIPMENT: All shipments are Ex Works shipping point. Ammeraal Beltech Modular, Inc. is not responsible for the contract terms of shipment or damage to or loss of product after delivery to the Transportation Company. If the Purchaser should have a claim against the Transportation Company, we will cooperate in attempting to secure an adjustment when requested. Any freight allowances applicable are contained in appropriate price books or in the quotation.

DELIVERY: The time of delivery named by us is the date for shipping from our plants or distribution centers. Delivery dates are approximate and not guaranteed; and are subject to prior sale. Ammeraal Beltech Modular, Inc. will not be liable for delays in delivery caused by any reason including but not limited to, delays in delivery by its suppliers, natural disasters, acts of third parties, civil commotion, strife, insurrection, riot, labor disputes or force majeure. If Purchaser delays delivery as originally scheduled, Ammeraal Beltech Modular, Inc. may invoice Purchaser and store the products at Purchaser's expense.

CANCELLATIONS AND RESCHEDULES: Suspension or cancellation of orders may be made only upon our written approval and on terms that will indemnify us against all loss. Reschedules may not be made unless written notification is received at the manufacturing location greater than 30 days prior to the latest acknowledged shipping date, and then only upon terms which will indemnify Ammeraal Beltech Modular, Inc. against loss.

PRODUCT SAFETY: Products designed and manufactured by Ammeraal Beltech Modular, Inc. are capable of being used in a safe manner; but Ammeraal Beltech Modular, Inc. cannot warrant their safety under all circumstances. Purchaser must install and use the products in a safe and lawful manner in compliance with applicable Health and Safety Regulations and Laws and general standards of reasonable care; and if purchaser fails to do so, purchaser shall indemnify Ammeraal Beltech Modular, Inc. from any loss, cost or expense resulting directly or indirectly from such failure. (See the Ammeraal Beltech Modular, Inc. website for Warnings and Safety Design Guidelines, www.unichains.com)

SAFETY DEVICES: Products are provided with only those safety devices identified herein. It is the responsibility of Purchaser to furnish appropriate guards for machinery parts in compliance with MSHA or OSHA Standards, as well as any other safety devices desired by Purchaser and/or required by law; and IF PURCHASER FAILS TO DO SO, PURCHASER SHALL INDEMNIFY Ammeraal Beltech Modular, Inc. FROM ANY LOSS, COST OR EXPENSE RESULTING DIRECTLY OR INDIRECTLY FROM SUCH FAILURE.

RETURNED GOODS: Non-standard goods (being any chain in a non-standard material or color and all modular plastic belts/components) + custom-made products are not taken back. Ammeraal Beltech Modular, Inc., custom builds all belts to order therefore, we cannot accept return of any belting product. Snap-on chains, sprockets (bored to order or with keyway and setscrew), and chains ordered in non-standard colors or materials are not taken back for credit. Goods being returned must be accompanied by a written RGA (Return Goods Authorization) number and are subject to a re-stocking fee.

PACKING and SHIPPING: We will decide how to pack and ship unless specific written instructions are given by Purchaser and accepted by Ammeraal Beltech Modular, Inc. in writing.

QUANTITY VARIATIONS: Made to order sizes and special material including cut lengths of chain are subject to overruns or under-runs of up to ten percent (10%) of the total order. Such overruns and under-runs will be shipped and invoiced on a pro rata basis in satisfaction of the order. The forgoing is not applicable to standard stock merchandise.

DESIGNS, DIMENSIONS, AND WEIGHTS: Because of normal product changes, the designs, dimensions, materials, components, and weights shown in our catalogs, while sufficiently accurate for most purposes are subject to variation. If Purchaser requires extreme accuracy, Purchaser should request additional information or certification. Ammeraal Beltech Modular, Inc. will provide such additional information or certification after receipt of order, as Ammeraal Beltech Modular, Inc. deems appropriate.

MANUFACTURING DEVICES AND TECHNICAL INFORMATION: Unless otherwise explicitly agreed by Ammeraal Beltech Modular, Inc. in writing, all manufacturing devices, design, data or other technical information relating to an order shall remain Ammeraal Beltech Modular, Inc.'s property.

LEGAL CONSTRUCTION: The laws of the State of Pennsylvania, with the exception of Conflict of Laws provisions, shall apply to this contract. The failure of Ammeraal Beltech Modular, Inc. to insist upon strict performance of any of the terms and conditions stated herein shall not be considered a continuing waiver of any such term or conditions stated herein or any of Ammeraal Beltech Modular, Inc.'s rights. The headings in this agreement are informational and do not modify the agreement.

LIMITED WARRANTY-LIABILITY:

IT IS EXPRESSLY AGREED THAT THE FOLLOWING WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND OF ANY OTHER OBLIGATION OR LIABILITY ON OUR PART OF ANY KIND OF NATURE WHATSOEVER.

No representative of Ammeraal Beltech Modular, Inc. has any authority to waive, alter, vary, or add to the terms hereof without prior approval in writing, to the Purchaser, signed by an officer of our company. It is expressly agreed that the entire warranty given to the Purchaser is embodied in this writing: that this writing constitutes the final expression of the parties agreement with respect to warranties; and that it is a complete and exclusive statement of the terms of the warranty.

We warrant to our Purchasers that all Products manufactured by us will be free from defects in material and workmanship at the time of shipment to our customer for a period of one (1) year from the date of shipment. All warranty claims must be submitted in writing to Ammeraal Beltech Modular, Inc. within the warranty period, or shall be deemed waived. As to Products or parts thereof that Ammeraal Beltech Modular, Inc. determines to have been defective at the time of shipment, and that were not damaged in shipment, the sole and exclusive remedy shall be repair or replacement of the defective parts, either before or after attempting a different remedy, at our discretion. Replacement Products or parts shall be shipped free of charge from our factory.

This warranty shall not apply to any Product which has been subject to misuse; misapplication; neglect (including but not limited to improper maintenance or storage); accident; improper installation, modification (including but not limited to use of unauthorized parts or attachments), adjustment, repair or improper lubrication. Identifiable items manufactured by others but installed in or affixed to our Products are not warranted by us but bear only those warranties, express or implied, given by the manufacturer of that item, if any.

Although application engineers are available for many Products, responsibility for system design including Product selection, to insure proper use and application of Ammeraal Beltech Modular, Inc. Products within their published specifications and ratings rests solely with customer. This includes without implied limitation analysis of loads created by torsional vibrations within the entire system regardless of how induced. Purchasers care in selection, adequate testing at time of installation and proper installation, proper operation, and maintenance of all Products are required for adequate performance.

DOMESTIC TERMS OF PAYMENT: Upon credit approval, the standard terms of payment are net thirty (30) days. Past due payments bear interest at 1 ½% per month from their due date or the maximum permitted by law if lesser amount. Should it become necessary for Ammeraal Beltech Modular, Inc. to enforce collection of the amounts due by legal proceedings or otherwise, Purchaser agrees to pay all fees (including, but not limited to legal fees), which are hereby fixed at 33 1/3% of the principal amount, and to also pay all expenses associated with collection.

EXPORT TERMS OF PAYMENT: Terms of payment will be arranged subject to approval of our Credit Department.

MINIMUM CHARGE: Ammeraal Beltech Modular, Inc. has a \$100.00 minimum order, all orders less than \$100.00 will be charged a \$25.00 fee.