

Terms and Conditions of Sale

1. Orders, Acceptance, Governing Provisions and Cancellation. This writing constitutes an offer (this "Offer") by Sloan Corporation ("Supplier") to sell the products and/or services described herein (the "Products") to the person or entity described herein ("Purchaser") in accordance with these terms and conditions of sale (these "Terms") and is expressly conditioned upon Purchaser's assent to these Terms. Supplier will not place an order with any manufacturer for Products without a purchase order (an "Order") from Purchaser or Purchaser's acceptance of a quotation (a "Quotation") from Supplier, signed by an authorized representative of Purchaser. No additional or different specifications will be binding upon Supplier unless specifically agreed to in writing. Any additional or different terms already or hereafter proposed by Purchaser, whether in an Order or other communication or otherwise, are hereby rejected and shall not apply; failure of Supplier to object to provisions contained in any Order or other communication from Purchaser shall not be construed as a waiver of these Terms nor an acceptance of any such provisions. Unless Supplier and Purchaser have a separate agreement signed by authorized representatives from both parties, this Offer and these Terms shall constitute the entire agreement between Supplier and Purchaser with respect to the Products, and any contract arising therefrom shall be governed solely by this Offer and these Terms (the "Contract"), which supersedes any other oral or written negotiations or communications. No order accepted by Supplier may be cancelled or altered by Purchaser except upon terms and conditions acceptable to Supplier, as evidenced by Supplier's written consent; in the event of such an approved cancellation, Supplier shall be entitled to a restocking fee equal to 50% of the sales price of the Product if Supplier is unable to cancel or modify any order.

2. Delivery; Title. Supplier and Purchaser will agree to a delivery date before any order will be placed with a manufacturer of the Product. Supplier shall use reasonable efforts to comply with the agreed upon delivery date, but any such date is an estimate only. Supplier does not guarantee delivery on any specific date. Unless otherwise agreed in writing between the parties, the Products shall be delivered ["free carrier"] at the location specified in the Order or the Quotation or, if no location is so specified, at the location notified by Supplier to Purchaser (the term ["free carrier"] shall be interpreted in accordance with Incoterms 2010 issued by the International Chamber of Commerce). In the event that any Product is delivered direct from the manufacturer to Purchaser without any installation services performed by Supplier, Purchaser shall have all responsibility to receive, inspect and install such Product. Claims for shortages, other error in delivery or loss or damage to the Product must be made in writing to Supplier within 10 days after receipt of Products and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Purchaser. Title to the Products shall not pass to Purchaser and Purchaser shall keep such Products as bailee for Supplier until Supplier has received full payment of the Price payable therefor and any other sums payable by Purchaser to Supplier. If Purchaser is in breach of the Contract or is late in paying any sum payable to Supplier, Supplier shall be entitled (i) to enter Purchaser's premises, or procure the right to enter the premises on which the Products are being stored and/or used, for the purpose of removing and repossessing any Products still owned by Supplier (and Purchaser hereby grants Supplier an irrevocable license to enter such premises for such purpose) or (ii) require Purchaser to return forthwith to Supplier, at Purchaser's expense, all such Products. Notwithstanding the foregoing, Purchaser is responsible for all Products once delivered to the location set forth in the Order or Quotation, and Purchaser shall be responsible for all losses, damages, or repairs to the Products following delivery thereto. Purchaser shall maintain the premises where the Product is delivered in good and clean condition, and is responsible for ensuring that no damage occurs to the Product once delivered to Purchaser's premises after delivery. Purchaser shall ensure the job site is clean and clear of all obstructions prior to delivery and installation of the Product. Purchaser will provide all adequate facilities and space for unloading, staging, moving, handling and storing the Product at the delivery site. Purchaser will furnish electrical current, heating, lighting, elevator service, and any other necessary services, at the job site in order to deliver and install the Product, all without charge to Supplier. In the event the delivery location is not prepared to accept the Product and installation, Supplier will charge Purchaser for any necessary handling, storage and transportation expenses until such time as the premises are prepared to accept delivery and its installation of the Product. Such charges shall be invoiced and paid at Supplier's then current hourly rate or at the then-existing third party hourly rate if work is performed by a third-party. Additionally, if Purchaser is unable to accept delivery of Product on the date of delivery, Supplier may store the Product at its warehouse if space is available, and Purchaser shall pay to Supplier storage charges for such storage at the then-current price per square foot of Supplier.

3. Delay. Delay in delivery of any installment shall not relieve Purchaser of Purchaser's obligations to accept remaining deliveries. Supplier shall not be liable for any damage as a result of any delay due to any cause beyond Supplier's reasonable control, including, without limitation, an act of God, act of Purchaser, embargo or other governmental act regulation or request, tire, accident, strike, slow-down, war, riot, delay in transportation or inability to obtain essential materials. In the event of such delay or failure, there shall be no termination of these Terms, and the time of delivery or performance shall be extended.

4. Payment. Purchaser shall pay the price ("Price") specified in accordance with Supplier's invoice. Prior to Supplier placing an order with a manufacturer for a Product, Purchaser must pay 100% of the Price, together with any other deposit required by any manufacturer, supplier or service provider. Supplier, in its sole and absolute discretion, may extend credit or lease terms to Purchaser upon completion by Purchaser of a credit application and Supplier's review thereof. All payments must be made by Purchaser, net of any previously paid deposit, prior to the delivery and installation of the Product and prior to Supplier providing any services thereunder; provided, however, if Supplier extends credit to Purchaser, Purchaser shall pay all prices set forth in an invoice within 30 days from receipt thereof. Such invoice shall be provided on the date the Product is received at Supplier's warehouse, or if shipped directly by manufacturer to Purchaser's premises, upon the date of delivery thereof. Interest shall be payable by Purchaser on any amount not paid when due at the rate of 1.5% per month, or the maximum rate allowable by law, whichever is less. Purchaser shall reimburse Supplier for all collection costs, court costs, administration costs, investigation costs, attorneys' fees and all other incidental costs, charges or expenses incurred in the collection of past due amounts or otherwise resulting or arising from any breach by Purchaser of the Contract.

5. Taxes and Other Charges. Any manufacturer's use, sales, or any other tax, fee or charge of any nature whatsoever, imposed by any governmental authority, shall be paid by Purchaser. In the event Supplier shall be required to pay any such tax, fee or charge, Purchaser shall reimburse Supplier therefor; or, in lieu of such payment, Purchaser shall provide at the time the Order is submitted with an exemption certificate or other document acceptable to the authority imposing the same.

6. Warranty. The only warranty provided in connection with the Product and the installation thereof shall be the manufacturer's warranty, if any, provided in connection with the sale of the Product. HEREBY EXPRESSLY DISCLAIMS AND WAIVES ALL OTHER EXPRESS AND IMPLIED WARRANTIES (EXCEPT OF TITLE), ARISING FROM OPERATION OF LAW, OR ARISING FROM TRADE USAGE OR COURSE OF DEALING, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Any work performed that is not covered by the manufacturer's warranty, if any, shall be billed at the then-current hourly rate and paid by Purchaser in accordance thereof.

7. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE CONTRACT, SUPPLIER SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING TYPES OF LOSS OR DAMAGE ARISING UNDER OR IN RELATION TO THE CONTRACT (WHETHER ARISING BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE AND WHETHER OR NOT SUCH LOSS OR DAMAGE IS FORESEEABLE, FORESEEN OR KNOWN): (I) ANY LOSS OF PROFITS, BUSINESS, CONTRACTS, ANTICIPATED SAVINGS, GOODWILL OR REVENUE, ANY WASTED EXPENDITURE, OR ANY LOSS OR CORRUPTION OF DATA (REGARDLESS OF WHETHER ANY OF THESE TYPES OF LOSS OR DAMAGE ARE DIRECT, INDIRECT OR CONSEQUENTIAL); OR (II) ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND HOWSOEVER ARISING, EVEN IF ANY OF THE LIMITED REMEDIES OF THIS CONTRACT FAIL TO FULFILL THEIR ESSENTIAL PURPOSE. SUPPLIER'S MAXIMUM AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THE CONTRACT SHALL NOT EXCEED THE PRICE PAYABLE BY PURCHASER UNDER THE CONTRACT.

8. Security Interest. If any credit terms are extended in connection with the Contract, Purchaser hereby grants to Supplier a purchase money security interest to secure payment, performance and satisfaction of all present and future debts, obligations or other indebtedness of Purchaser to Supplier, in all Products acquired from Supplier, as well as all other identifiable proceeds from the sale of such Products, and a security interest in any related accounts receivable. Purchaser hereby irrevocably authorizes Supplier from time to time to file a copy of any initial financing statements, continuation statements and any amendments thereto to perfect its security interests and to provide any other information required to make any such filings. Purchaser shall provide Supplier with 45 days' prior written notice of any name change, change in place of business, or, if more than one, its chief executive office, or its mailing address, its organizational number, type of organization, jurisdiction of organization or other legal structure. Purchaser hereby appoints Supplier as Purchaser's attorney-in-fact for the purposes of carrying out the provisions of this Section and taking any action and executing any instrument which Supplier may deem necessary or advisable to accomplish the purposes hereof, which appointment is irrevocable and coupled with an interest.

9. Indemnity. PURCHASER SHALL INDEMNIFY SUPPLIER AGAINST ANY AND ALL LOSSES, DAMAGES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND OTHER COSTS OF DEFENDING ANY ACTION) THAT IT MAY SUSTAIN OR INCUR AS A RESULT OF ANY CLAIM OF NEGLIGENCE, BREACH OF IMPLIED WARRANTY OR STRICT LIABILITY IN TORT BY PURCHASER, ITS SUCCESSORS AND ASSIGNS AND ITS CUSTOMERS WHETHER DIRECT OR INDIRECT, IN CONNECTION WITH THE USE OF PRODUCTS FURNISHED HEREUNDER.

10. Governing Law; Venue. The Contract and all claims arising from the relationship between Supplier and Purchaser will be interpreted, governed and enforced by the laws of the State of Nebraska, without regard to any conflict of laws principles. The parties agree that all litigation between Supplier and Purchaser which may arise out of or in connection with the Contract shall be subject to the exclusive jurisdiction of the courts of the State of Nebraska, and each party hereby consents to the jurisdiction of such courts.