

GA INDUSTRIES

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DOMESTIC TERMS AND CONDITIONS

1. GENERAL

The terms and Conditions of Sale outlined herein shall apply to the sale by GA Industries (hereinafter referred to as Company) of products, equipment and parts relating thereto (hereinafter referred to as Equipment). Unless prior written agreement is reached, it shall be understood that the Company's proceeding with any work shall be in accordance with the terms and conditions outlined herein. Compliance with any local governmental laws or regulations relating to the location, use or operation of the Equipment, or its use in conjunction with other equipment, shall be the sole responsibility of the Purchaser.

2. TITLE AND RISK OF LOSS

Title and risk of loss or damage to the Equipment shall pass to the Purchaser in accordance to the agreed freight terms.

3. ASSIGNMENT

Neither party shall assign or transfer this contract without the prior written consent of the other party, which shall not unreasonably be withheld. The Company however shall be permitted to assign or transfer, without the prior written consent of the Purchaser, the Company's right to receive all or any portion of the payment due from the Purchaser under this contract.

4. DELIVERY AND DELAYS

Delivery shall be made ExW (Factory) according to Incoterms 2010. Delivery dates shall be interpreted as estimated and in no event shall dates be construed as falling within the meaning of "time is of the essence". The Company shall not be liable for any loss or delay due to war, riots, fire flood, strikes or other labor difficulty, acts of civil or military authority including governmental laws, orders, priorities or regulations, acts of the Purchaser, embargo, car shortage, damage or delay in transportation, inability to obtain necessary labor or materials from usual sources, faulty forgings or castings, or other causes beyond the reasonable control of the Company. In the event of delay in performance due to any such cause, the date of delivery or time for completion will be adjusted to reflect the actual length of time lost by reason of such delay. The Purchaser's receipt of Equipment shall constitute a waiver of any claims for delay. Compensation for penalties for delay will only be accepted by Company if agreed upon in writing and signed by the duly authorized officers of Company.

5. TAXES

The price does not include any present or future Federal, State, Regional, Provincial or local property, license privilege, sales use excise, gross receipts or other like taxes or assessments which may be applicable to, measured by, imposed upon or result from this transaction or any services performed in connection therewith.

6. SET OFFS

Neither Purchaser nor any affiliated company or assignee shall have the right to claim compensation or to set off against any amounts which become payable to the Company under this contract or otherwise.

7. WARRANTY

The Company warrants that the Equipment manufactured by it and delivered hereunder will be free of defects in material and workmanship for a period of twelve (12) months from the date of placing the Equipment in operation or eighteen months from the date of shipment, whichever shall first occur. The Purchaser shall be obligated to promptly report any failure to conform to this warranty, in writing to the Company within said period, whereupon the Company shall, at its option correct such nonconformity, by suitable repair to such Equipment or, furnish a replacement part to the Jobsite, provided the Purchaser has stored, installed, maintained and operated such Equipment in accordance with good industry practices and has complied with specific recommendations of the Company. Accessories or equipment furnished by the Company, but manufactured by others, shall carry whatever warranty the manufacturers have conveyed to the Company and which can be passed on to the Purchaser. The Company shall not be liable for any repairs,

replacements, or adjustments to the Equipment or any costs of labor performed by the Purchaser or others without the Company's prior written approval.

The effects of corrosion, erosion and normal wear and tear are specifically excluded. Performance warranties are limited to those specifically stated within the Company's proposal.

THE COMPANY MAKES NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, EXCEPT THAT OF TITLE, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.

Correction by the Company of nonconformity's whether patent or latent, in the manner and for the period of time provided above, shall constitute in the manner and for the period of time provided above, shall constitute fulfillment of all liabilities of the Company for such nonconformity's, whether based on contract, warranty, negligence, indemnity, strict liability or otherwise with respect to or arising out of such Equipment.

The Purchaser shall not operate Equipment which is considered to defective, without first obtaining the company's written consent to do so. Any such use of Equipment will be at the Purchaser's sole risk and liability.

8. LIMITATION OF LIABILITY

THE REMEDIES OF THE PURCHASER SET FORTH HEREIN ARE EXCLUSIVE, AND THE TOTAL LIABILITY OF THE COMPANY WITH RESPECT TO THIS CONTRACT OR THE EQUIPMENT AND SERVICES FURNISHED HEREUNDER, IN CONNECTION WITH THE PERFORMANCE OR BREACH THEREOF, OR FROM THE MANUFACTURE, SALE DELIVERY, INSTALLATION, REPAIR OR TECHNICAL DIRECTION COVERED BY OR FURNISHED UNDER THIS CONTRACT WHETHER BASED ON CONTRACT, WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE OF THE UNIT OF EQUIPMENT UPON WHICH SUCH LIABILITY IS BASED.

THE COMPANY AND ITS SUPPLIERS SHALL IN NO EVENT BE LIABLE TO THE PURCHASER, ANY SUCCESSORS IN INTEREST OR ANY BENEFICIARY OR ASSIGNEE OF THIS CONTRACT FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF THIS CONTRACT OR ANY BREACH OR DELAY THEREOF, OR ANY DEFECT IN, OR FAILURE OF, OR MALFUNCTION OF THE EQUIPMENT HEREUNDER, WHETHER BASED UPON LOSS OF USE, LOST PROFITS OR REVENUE, INTEREST, LOST GOODWILL, WORK STOPPAGE, IMPAIRMENT OF OTHER GOODS, LOSS BY REASON OF SHUTDOWN OR NON-OPERATION, INCREASED EXPENSES OF OPERATION, COST OF PURCHASE OF REPLACEMENT POWER OR CLAIMS OF PURCHASER OR CUSTOMERS OF PURCHASER FOR SERVICE INTERRUPTION WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED ON CONTRACT, WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE.

9. GOVERNING LAW

The rights and obligations of the parties shall be governed by the laws of The State of Pennsylvania.

10. EXECUTION

The terms and conditions set forth herein constitute the complete understanding between the parties and supersede and previous agreements either oral or written between the parties. Any modification to these terms and conditions shall be enforceable only if agreed upon in writing by the parties.

11. LANGUAGE

The parties acknowledge that it is their expressed wish that this document be drawn up in the English language.