

STANDARD TERMS & CONDITIONS OF SALE

ALL SALES OF GOODS BY GEA VIEX Inc. (hereinafter referred to as "the Seller") are made subject to the terms and conditions appearing below.

Acceptance of orders – Orders from Buyers are subject to acceptance by the Seller. No terms or conditions appearing in the Buyer's order that are contrary to the Seller's terms and conditions shall be binding upon the Seller unless specifically agreed to by it in writing.

Cancellation of orders – The Buyer may modify or cancel its order only upon written notice and upon payment to the Seller of reasonable charges.

Credit Approval – Buyer's orders are accepted by the Seller subject to credit investigation and approval.

Prices – Prices quoted are firm for 30 days from the date of quotation, and are subject to adjustment as stated in the Seller's quotation or as provided for in the Buyer's order and accepted in writing by the Seller.

In the event of any specification changes after receipt of the Buyer's order, the Seller may adjust the selling price to cover such changes.

Any percentage change in cost to the Seller on items not manufactured by the Seller or its affiliates will result in a corresponding percentage change in the invoiced prices any time after date of quotation.

Terms of Payment – Unless other terms are specified, payment shall become due 30 days from the date of invoice. If Shipment is delayed by the Buyer, date of readiness for shipment shall be deemed to be date of invoice for payment purposes. If manufacture is delayed by the Buyer, a payment shall be made within 30 days from the date of commencement of such delay, in an amount determined by the purchase price and percentage of completion of the order, the balance shall be payable within 30 days from date of invoice or readiness for shipment, as the case may be. A service charge at the highest lawful rate, will be added to all accounts not paid when due.

If, in the Seller's judgment, the Buyer's financial condition at any time does not justify the terms specified, the Seller may require full or partial payment as a condition to commencing or continuing manufacture, or in advance of shipment or if shipment has been made, recover equipment from the carrier.

Taxes – Any tax or other governmental charge now or hereafter levied upon the production, sale, use or shipment of goods ordered or sold will be charged to and paid for by the Buyer. Such taxes are not covered in the Seller's price unless expressly so stated on the quotation form.

Freight – Unless otherwise stated on the quotation form, prices are ex works.

Shipping Dates – Shipping dates are approximate and are based on prompt receipt of any necessary information from the Buyer.

Transportation Risks – Delivery to the initial carrier shall constitute delivery to the Buyer. The Seller's responsibility ceases upon delivery in good order to such carrier, and all goods are shipped at the Buyer's risk.

Delays in Delivery – The Seller has no obligation to deliver goods against any order unless and until it has accepted the order by issuance of its acknowledgement of order. In any event, the Seller shall not be liable for any delay or failure in the delivery or shipment of goods against an accepted order, or for any damages suffered by reason thereof, when such delay or failure is, or such damages are, directly or indirectly, due to accident (in manufacture or otherwise), fire, flood, riot, war embargo, labour stoppages, inadequate transportation facilities, shortage of material or supplies, delay or default on the part of its vendors, regulation by any governmental authority, or any like or dissimilar cause or causes beyond its control. The Seller shall have no liability for any liquidated damages or penalty whatsoever unless specifically agreed to by it in writing. If delivery is delayed for six months or more beyond originally scheduled dates due to delays by the Buyer in furnishing the Seller with technical information or approvals, or manufacturing releases, and additional costs are incurred by the Seller due to any such delays, the buyer shall reimburse the Seller for such added costs.

Storage – Equipment on which manufacture or delivery is delayed due to any cause within the Buyer's control may be placed in storage by the Seller, for the Buyer's account and risk, and regular charges therefor and expenses in connection therewith shall be paid by the Buyer; but if, in Seller's opinion, it is unable to obtain or continue such storage, the Buyer will, on request, provide or arrange for suitable storage facilities and assume all costs and risks in connection therewith. When such delay is due to causes beyond control of either party, the matter of storage and the payment of charges therefor shall be negotiated in good faith.

Warranties - Except where a different express warranty has been issued with respect to a particular product, no warranty of any kind, express or implied, is extended by the Seller to any person or persons other than its direct Buyers. To direct Buyers, the Seller warrants only that it will furnish by freight a replacement for, or at its option repair, any product of its manufacture or part or portion thereof, proved to its satisfaction to be defective in material or workmanship under normal use and service within one year from the date all other equipment or part thereof if first placed in use, or 18 months from the date of shipment, whichever shall be less.

The Seller shall have no responsibility for the performance of any product sold by it under conditions varying materially from those under which such product is usually tested under existing industry standards, nor for any damage to the product from abrasion, erosion, corrosion, deterioration or the like due to abnormal temperatures or corrosive fluids or the influence of foreign matter or energy, or flow induced vibration caused by associated equipment or external influences; nor for the design or operation of any system of which any such product may be made a part or for the suitability of any such product for any particular application.

The Seller shall not be liable for any cost or expense, including, without limitation, labour expense, in connections with the removal or replacement of alleged defective equipment or any part or portion thereof nor for incidental or consequential damages of any kind, nor under any circumstances for any damage beyond the price of the goods sold.

Any freight allowance in connection with a replacement will be on the same terms as were applicable to the original sale, except that a replacement for a product or part or portion thereof which is proved to the Seller's satisfaction to be defective in material or workmanship as provided herein above, will in any event be furnished with freight (but not local cartage) allowed, within the country of origin, to the first destination. Any substitution of parts not of Seller's manufacturer or not authorized by Seller, or any modification, tampering, or manipulation of Seller's product, shall void the warranty.

Other Warranties – The foregoing warranty is in lieu of all other warranties of any kind, express or implied, and of all other obligations or liabilities, on the part of the Seller. The Seller neither assumes, nor does it authorize any other person to assume on its behalf, any other liability in connections with the sale of its products. Seller expressly disclaims the implied warranties of merchantability and fitness for a particular purpose.

Goods of Other Manufacturers – Goods of other manufacturers sold by the Seller are not warranted except by express warranties which may be issued in writing from time to time with respect to a particular product or a particular sales; but the Seller will endeavor to secure for its direct Buyers the benefits of warranties extended by the manufacturers of such goods sold but not manufactured by the Seller.

Patents – Goods manufactured and sold by the Seller may be used by the Buyer pursuant to such patent rights as the Seller has, and such goods do not, in and of themselves, infringe any un-expired U.S. or Canadian patents, whichever are applicable to the products sold hereunder, but the Seller shall not be liable for any use of which any such goods may be put as part of any system, mechanism and process covered by patent rights of others.

Test – If tests are requested by the Buyer to determine the performance of equipment covered in the Seller's quotation form, the test procedure to be used must be acceptable to the Seller, and the Buyer agrees to pay to the Seller the cost of any such test.

Product Changes – Factors beyond the Seller's control and the need for continuing improvement of products require the making of changes in products from time to time. The Seller reserves the right to make reasonable changes in products of any kind without notice, and to deliver revised designs or models of products against any order, unless this right is specifically waived by it in writing.

The Seller shall have no responsibility whatever with respect to changes made by the manufacturer in products sold but not manufactured by the Seller.

Variations – No claims for variations from the shortages in orders will be considered by the Seller unless presented to it within 10 days after receipt of goods. Any shipping weights given or estimated herein are approximate, for the Buyer's convenience only, and not guaranteed by the Seller.