

1.0 Acceptance and Agreement

Sale of any Products and/or Services is expressly conditioned on Buyer's assent to these Terms and Conditions. Any additional or different terms proposed by Buyer are expressly objected to and will not be binding upon Seller unless agreed to in writing by Seller. No pre-printed facility entry form shall modify these Terms and Conditions even if signed by Seller's representative. Any oral or written representation, warranty, course of dealing or trade usage not contained in these Terms and Conditions or the Contract shall not be binding on either party. Any order to perform work and Seller's performance of work shall constitute assent to these Terms and Conditions. In the case of any conflict between the terms and/or conditions of Buyer's order and these Terms and Conditions as expressed herein, these Terms and Conditions shall apply.

2.0 Definitions

Unless otherwise agreed to by Seller, the following terms shall be defined as follows:

"Buyer" means the individual or entity to which Seller is providing Products and Services under the Contract, and/or the individual or entity ultimately using the Products and Services provided by the Seller.

"Contract" means the documents that comprise the agreement between Buyer and Seller for the sale of Products and/or Services, including without limitation these Terms and Conditions, the final quotation, the agreed scope(s) of work, and Seller's order acknowledgement.

"Products" means all equipment, parts, materials, supplies, software, firmware and other goods Seller has agreed to supply to Buyer under the Contract.

"Seller" means the entity providing Products or performing Services under the Contract. In these Terms and Conditions, Seller refers to the SETPOINT™ Division of Compressor Controls Corporation.

"Services" means all services Seller has agreed to perform for Buyer under the Contract.

"Site" means the premises where Products are delivered and/or Services are performed.

"Terms and Conditions" means these Terms and Conditions for Sale of Products and Services.

3.0 Terms of Sale

3.1 Acceptance. The sale of Products and Services is expressly conditional on Buyer's acceptance of Seller's terms and conditions as stated herein and on the typed portion of the attendant quotation. Provided that these Terms and Conditions have not been previously accepted by Buyer, Buyer's receipt of Products or Services shipped under the Contract constitutes acceptance of these Terms and Conditions.

For any engineered product PO, the Seller will provide an Order Confirmation to notify the customer the order has been received and is in the review process.

For any engineered product PO, on completion of the review process the Seller will provide an Order Acknowledgement letter that outlines acceptance of the order and defines any necessary clarifications to terms and conditions, governing documents and their order of precedence, deliverables, pricing, and project schedule.

3.2 Prices. Unless otherwise specified in writing and notwithstanding anything to the contrary contained in this Section, all quoted prices for Products or Services shall be valid for thirty (30) days from the date of offer by Seller. Seller reserves the right to change the price quotation for a Product to Seller's price in effect for the Product at the time an order is released to final manufacture. Prices for Products not manufactured by Seller will be the price of such Product at the time the Product is

shipped to Buyer. Seller is not responsible for errors of its employees or contractors with respect to the verbal pricing or quotation of Product or Services and Seller will not be bound by the terms of such errors.

3.3 Documentation. Seller shall provide Buyer with the data/documentation which is specifically titled in the quotation. Additional copies of standard data/documentation or requests for special data/documentation will be made available to Buyer at additional cost.

Documentation includes, but is not restricted to, drawings, specifications, instruction manuals, training materials, and other such data or artwork furnished to the Buyer or the Buyer's subcontractors. The definitions and restrictions set forth in the following subparagraphs apply regardless of the type of media on which the documents are provided.

3.3.1 Document Classes. Documentation shall comprise two classes: Class 1 shall include all documents describing the standard functionality and operation of the Seller's products, commonly referred to as instruction manuals, which are not produced exclusively for the Buyer. Class 2 shall include all documents produced by the Seller specifically for the Buyer for the purpose of facilitating the fair use of the goods and services provided under this contract.

3.3.2 Copyrights. Ownership of copyrights for all documents in all classes is retained by the Seller. The Buyer is granted a license to make, without further approval by the Seller, as many as 25 copies of any portion of a Class 1 document so long as the copied portion includes the copyright and trademark statements found on the title page of the original document and does not exceed more than 50 percent of the document content. The Buyer is further granted a license to make as many as 25 copies, in whole or in part, of any Class 2 document so long as the copied portion includes the copyright and trademark statements found on the title page or title block of the original document.

3.3.3 Trademarks. The Buyer is granted a license to use the Seller's trademarks in documentation produced by the Buyer for the purpose of facilitating the fair use of the goods and services provided under this contract so long as the trademarks are treated in a manner that is consistent with applicable United States trademark laws and clearly identified as trademarks of the Seller. A list of said trademarks is available upon request of the Buyer.

Documents provided to the Buyer, or copies of copyrighted material(s) made by the Buyer under the provisions set forth in subparagraph 3.3.2. above, may be used by the Buyer or the Buyer's subcontractors only for the purpose of facilitating the fair use of the goods and services provided under this contract. Said documents contain information considered to be the Seller's confidential and proprietary property, and may not be disclosed to any other third party without written permission of the Seller.

3.4 Changes. Buyer's changes made after formation of this Agreement that affect the schedule or requirements for services or otherwise affect the scope of this Agreement shall be submitted in writing by Buyer and shall become binding only if approved in writing by Seller's cognizant representative. All charges and delays resulting from such changes shall be solely determined by Seller and shall be binding upon Buyer.

3.5 Taxes; Costs; Insurance. Quoted prices are exclusive of all city, state and federal sales, use, excise or similar taxes payable with respect to the sale, purchase, delivery, storage, processing, use, consumption or transportation of any of the Products or Services, as applicable. Quoted prices exclude shipping or transportation costs or insurance costs. Prices include standard packaging only. Any special handling or packaging requests will result in additional charges to Buyer. All government charges upon the services tendered by this Agreement, including, but not limited to, use, occupation, VAT, income, export and import taxes, shall be paid by Buyer or, in lieu thereof, Buyer shall furnish Seller with a tax exemption certificate acceptable to the authority imposing the tax on Seller. However, Buyer will reimburse Seller for any taxes incurred

by it on the sale of a Product or Services to the extent such tax exemption certificate proves to be insufficient to the applicable taxing authority for any reason. Such reimbursement must occur within ten (10) days from the date Seller becomes aware of the invalidity of such tax exemption certificate. Any applicable customs fees, visa fees, brokerage fees, work permits, work taxes, or other taxes related to the project will be invoiced at cost.

At Buyer's request, Seller shall furnish Buyer with certificates of insurance demonstrating the Seller's insurance coverage. Such certificates shall contain a statement that the insurance coverage shall not be changed or canceled without at least thirty (30) days prior written notice to the Buyer.

3.6 Payment and Service Charge. Seller offers no discount periods and all payments are due 30 days after the invoice date, except as noted below. A monthly service charge of 1.5% may be charged on amounts owed by Buyer to Seller that have not been paid within 30 days of invoice date, subject to maximum amount permitted by law.

For any engineered product PO where payment is by Letter of Credit (LC), the Seller will provide with the Order Acknowledgement letter the Seller's Letter of Credit Requirements document that defines the form of the LC, the bank information and other applicable Seller LC requirements.

Progress Billing (periodic invoices) for Milestone Achievement shall be implemented when the contract price exceeds \$200,000.

In such cases, invoices shall be issued based on the following milestones:

10% at order placement,

65% upon delivery of ordered hardware on site, but prior to mobilization of service personnel to site,

25% upon demobilization from site after installation and commissioning.

Changes as provided in Clause 3.4 of the previous page may cause additional periodic invoices to be issued.

For site work with duration greater than two weeks, billing for services will be initiated after the completion of the first two week period and at two week intervals thereafter.

Failure of the Buyer's representative to sign time sheets of the Seller's representative shall not preclude payment for services rendered.

3.7 Suspended Delivery. Seller may suspend or discontinue delivery of any further Products or Services to Buyer if Buyer fails to make a payment to Seller for either the Product or Services to be delivered or any Products or Services previously delivered. Suspended or discontinued delivery will continue until Seller receives full payment from Buyer or if Seller receives assurances adequate to Seller of performance from Buyer.

3.8 Setoff. Seller will have the right to setoff and apply any funds received from Buyer for the benefit of any other overdue accounts or amounts owed to Seller by Buyer.

3.9 Buyer's Credit. To the extent Seller permits Buyer to purchase Products or Services on credit, Buyer shall provide Seller with such financial and business information Seller from time to time requests for the purpose of establishing and/or monitoring Buyer's creditworthiness. If the credit or financial responsibility of Buyer becomes impaired or otherwise unsatisfactory to Seller, or Buyer shall fail to keep or perform any terms or conditions of this or any other agreement with Seller on its part to be kept or performed, Seller may, at its option, require advance cash payment for Products or Services, specify other credit terms or demand satisfactory security be given by Buyer. Should Buyer fail to make such advance

payment, refuse to agree to other credit terms specified by Seller or fail to provide security upon demand therefore, Seller may withhold or cancel further delivery of Products or Services to Buyer in accordance with Section 3.7.

4.0 Title; Risk of Loss

4.1 Shipment and Risk of Loss: With the exception of non-seller products as defined by our warranty policy, all sales are F.C.A. Seller's Factory. Shipping contracts made by Seller shall be to Buyer's account. All claims for loss or damage after risk of loss has passed to Buyer shall be filed by Buyer with the carrier. Buyer shall be liable to Seller for the full price of the goods, irrespective of loss or damage in transit. Seller shall not be required to provide freight cost receipts to Buyer at the time of invoice.

4.1.1 Transportation Expenses: Transportation expenses shall be paid by the Buyer. Seller shall select the carrier. Full insurable values shall be declared with the resultant insurance premiums being paid by Buyer. Shipping and insurance charges shall be prepaid by Seller and added to the Buyer's invoice at cost, unless otherwise specified by Buyer.

4.1.2 Schedules: Dates quoted by Seller are estimated based upon Buyer's specified requirements at time of order acceptance. Delays in receipt of approvals and/or information, changes that result in delays, or requested deferment of schedules may cause additional expense to Seller. Accordingly, in addition to the escalation provisions of subparagraph "C" below, Seller shall be entitled to an extension of time, and reimbursement of costs as defined in Clause 4 entitled "Changes". The change in price shall be evenly divided among any invoices remaining to be issued.

4.1.3 Escalation: All prices quoted are based on scheduled shipments within twelve (12) months from date of order acceptance. Delays caused solely by Seller beyond the quoted delivery date shall not be subject to escalation. If shipments requested are to be made after twelve (12) months from date this Agreement is formed, the invoiced balance of the contract price shall be subject to price escalation at a rate of one and one-half percent (1-1/2%) per month for each month in excess of twelve (12) months up to a maximum of 6% per year.

4.2 Security Interest. Buyer grants to Seller a security interest in all Products being purchased by Buyer. The security interest granted by Buyer is given to secure payment of the full purchase price and all other charges due and owing Seller by Buyer. This security interest constitutes a "purchase money security interest" pursuant to the Uniform Commercial Code. These Terms and Conditions constitute a contract and security agreement, and Buyer hereby authorizes and appoints Seller as its attorney-in-fact to sign on Buyer's behalf appropriate financing statements and to file those financing statements with the appropriate agency to perfect the security interest herein granted.

4.3 Software/Firmware Licenses. Seller retains exclusive title to all software and firmware incorporated into the Products and Buyer will have no right, title or interest with respect to the software or its associated source code, except for the licenses described below. Buyer will retain a nonexclusive, royalty-free license to use the firmware and software incorporated into the Products only when operating the Products in the configuration in which the Products are sold by Seller or subsequently upgraded by Seller or its authorized service persons. Seller reserves the right to require an additional license and fee for use of software on updated, upgraded or otherwise enhanced computers, processors or controllers. Buyer may not duplicate, decompile, disassemble or in any fashion reverse engineer software object code or firmware and may not duplicate or store on any electronic media software source code. Buyer shall have no rights to software source code and any such stored source code shall either be permanently deleted from Buyer's storage or immediately returned to Seller upon Buyer's or Seller's discovery of same.

4.4 Third Party Licenses. Certain of the Products incorporate third party firmware or software. As a result, license terms other than those of Seller will govern the terms of such firmware or software and such terms may be materially different from those set forth in Section 4.3.

5.0 Delivery; Inspection; Acceptance

5.1 In General. Buyer is solely responsible for receiving, storing, installing, starting up and maintaining all Products. Seller will provide Buyer with appropriate price quotations should Buyer request Seller to perform Services other than sale and delivery of the Products.

5.2 Termination and Suspension: Provided that Seller receives adequate written notice from Buyer, Buyer may terminate or suspend performance at Buyer's convenience subject to all reasonable charges, which charges shall be solely determined by Seller.

Unless the equipment has been shipped, Buyer may cancel its order by written notice sent to Seller at its home offices subject to the following conclusive charges:

Contract cancellation charges are based on the time the cancellation is made with respect to work in progress. This includes but is not limited to:

5.2.1 Actual hours plus costs of Seller's personnel in travel to and from customer offices or job sites.

5.2.2 Actual cancellation charges imposed by Seller's vendors with respect to special materials.

5.2.3. Actual production status of Seller manufactured parts and assemblies. At time of system staging 100% cancellation charge shall be applied to all canceled items.

5.3 Inspection. Buyer may make reasonable inspections of goods at Seller's factory. Seller reserves the right to determine the reasonableness of the request and to select an appropriate time and location for such inspection. All costs of inspection shall be solely determined by Seller and shall be to Buyer's account. No inspection or expediting by Buyer at the facilities of Seller's suppliers is authorized.

Additional tests including Factory Acceptance Tests or demonstrations requested by Buyer are not part of any contract unless separately identified and priced. Unless Buyer objects in writing at the conclusion of such tests or demonstrations, specifying the nature of its objections, Buyer shall be deemed to have accepted the System.

Buyer shall be responsible for receiving, storing, installing, commissioning and maintaining all equipment.

Unless otherwise specified in Seller's invoice or packing slip, Buyer will be entitled to inspect all Products for their substantial conformity to the terms of Buyer's purchase order after the arrival of the Products at Buyer's facility; provided, however, the failure of Buyer to exercise its post-arrival inspection rights within ten (10) days following arrival of the Products, and to advise Seller in writing of all defects in or objections to the Products which may be disclosed by such inspection within that same ten (10) days, shall constitute full, final and complete acceptance of the Products, and Buyer shall not thereafter be entitled to reject the Products (or any portion thereof) or to revoke its acceptance thereof with respect to any defects which could have been discovered by such inspection.

5.4 Rejection/Product Damage. Buyer may reject Products it inspects in accordance with Section 5.3 only to the extent it discovers a defect materially impairing the value of the Products. Any claims regarding material defects must be made within thirty (30) days from the date of Buyer's receipt of the Products or Buyer will be deemed to have waived such claims. Any lesser defects are governed by the terms of Seller's applicable standard limited warranties. To the extent any damage to the Products has occurred during shipping, Buyer's exclusive remedy will be to file a claim with the carrier.

6.0 Limitation of Liability

6.1 In General. SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE. THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY HEREUNDER SHALL BE LIMITED TO REPAIR, CORRECTION OR REPLACEMENT OR REFUND OF PURCHASE PRICE, SUBJECT TO OFFSET FOR BUYER'S USE, UNDER OUR LIMITED WARRANTY CLAUSE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), INCLUDING REASONS ATTRIBUTABLE TO SELLER, SHALL SELLER'S LIABILITY TO BUYER EXCEED THE PRICE PAID TO SELLER BY BUYER FOR THE SPECIFIC PRODUCTS MANUFACTURED OR SERVICES PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. BUYER AGREES THAT IN NO EVENT SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. THE TERM "CONSEQUENTIAL DAMAGES" SHALL INCLUDE BUT NOT BE LIMITED TO LOSS OF ANTICIPATED PROFITS, LOSS OF USE, LOSS OF SAVINGS, LOSS OF REVENUE AND COST OF CAPITAL. Buyer agrees that the Seller's total liability for any and all losses and damages arising out of any and all causes whatsoever including, without limitation, defects in the goods, services, software, documentation, or site work supplied under this Agreement, shall in no event exceed the purchase price of the applicable item(s).

6.2 Force Majeure. Seller shall not be liable for either direct or Consequential Damages caused, either directly or indirectly, as a result of: (i) any act of God, including but not limited to natural disasters such as floods, earthquakes or tornadoes; (ii) failure of supplies or transportation, or governmental action; (iii) damages resulting from or under the conditions of labor disputes, strikes, riot, insurrection, civil commotion or war; (iv) damages or improper operation due to intermittent power line voltage, frequency, electrical spikes or surges, unusual shock or electrical damage; (v) accident, fire or water damage, neglect, corrosive atmosphere or causes other than ordinary use; or (vi) any other causes beyond Seller's reasonable control.

6.3 Limitation on Claims. Any litigation proceedings with respect to defective or nonconforming Products or any other claim, whether based in contract, tort, warranty, strict liability, negligence or otherwise, must be filed by Buyer within twelve (12) months from the date of shipment of the Products or such claim will be precluded by limitations.

6.4 Limitation on Warranty Claims. Prior to any obligation of Seller to perform any limited warranty service as set forth herein, Buyer must have (i) paid all invoices to Seller in full, whether or not they are specifically related to the Product at issue and (ii) notified Seller of the limited warranty claim within thirty (30) days from the date Buyer knew or had reason to know of the defect.

7.0 INDEMNIFICATION

7.1 In General. Seller will not be responsible for losses of Buyer resulting from the installation or use of Products or the performance of Services. Buyer will unconditionally release, indemnify, defend and hold Seller harmless from and against any and all claims, demands, suits, losses, liabilities, judgments, damages, costs and expenses (including without limitation court costs, litigation expenses and attorneys' fees) and causes of action for injury, death or property damage caused by the fault, strict liability, gross negligence, negligence or any act or omission of Buyer, its subcontractors, or any of their respective employees, agents or invitees, asserted by any third party or other person or entity, including without limitation Buyer, its subcontractors, or any of their respective employees, agents or invitees, as a result of, arising directly or indirectly from, or incidental to the sale, delivery, installation or use of the Products or Services sold by Seller to Buyer.

7.2 Buyer's Intellectual Property Infringement. Buyer will unconditionally release, indemnify, defend and hold Seller harmless from and against any and all claims, demands, suits, losses, liabilities, judgments, damages, costs and expenses (including without limitation court costs, litigation expenses and attorneys' fees) asserted by or arising in favor of any person or entity for or as a result of infringement or alleged infringement of any patents, copyrights or trademarks, or misappropriation or misuse of any trade secrets or other confidential information, based on or related to the use or application by Buyer, its subcontractors, or any of their respective employees, agents or invitees, of any processes, compositions, equipment, machines, articles of manufacture or computer software that are combined with Products or are integrated with Products by Buyer in the practice of a process.

8.0 Electronic Data Interchange

Buyer and Seller may execute an order acknowledgement by transmitting and receiving the data contained in the order acknowledgement electronically rather than in paper form. To provide the legal validity and enforceability of such order acknowledgement, Buyer and Seller further agree the data transmitted herein will be considered "in writing" and to have been "signed." Buyer and Seller agree not to contest the validity or enforceability of an order acknowledgement because of the electronic origination, transmission, storage or handling of such order acknowledgement. Any computer printout of the data contained in the order acknowledgement will be considered an "original" when maintained in the ordinary course of business and will be admissible as between Buyer and Seller to the same extent and under the same conditions as other business records maintained in documentary form. Buyer and Seller agree to properly use those security procedures which are reasonably sufficient to ensure that a transmission of the data contained in an order acknowledgement is authorized and to protect its business records and data from improper sources.

9.0 General Provisions

9.1 Product Changes. Seller, in its sole discretion, may modify the design and construction of its Products and will have no obligation to retrofit previously sold Products.

9.2 Stenographic Errors. Any stenographic or clerical errors will be subject to correction and will not be binding upon either Seller or Buyer.

9.3 Buyer Data. If any data supplied by Buyer, whether in the form of Buyer specifications or pursuant to any purchase order or other documentation, proves to be inaccurate, any warranties or other related obligations of Seller relying thereon will be void.

9.4 Governmental Procurement. No governmental procurement regulations or contractual clauses will be binding upon either Seller or Buyer unless such regulations or clauses are required by law or are mutually agreed to by Seller and Buyer.

9.5 Export. Buyer agrees to comply with all applicable export and re-export control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions regulations maintained by the Treasury Department's Office of Foreign Assets Control ("OFAC") and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State. Buyer will be responsible for obtaining any license required under EAR, OFAC regulations or ITAR. Buyer will identify in writing to Seller those items, technology and software for which an export license is required and provide export classification and licensing information necessary for export documents, including but not limited to the appropriate Export Control Classification Number from the Commerce Control List, the applicability of license exceptions, license numbers and copies of licenses. Buyer agrees to indemnify Seller for any fines, penalties, claims, losses, damages, costs (including legal costs), expenses and liabilities that may arise as a result of Buyer's breach of this Section.

9.6 Governmental Compliance. Buyer acknowledges and certifies that to the extent required by law, rule or regulation, Buyer, its subcontractors, and their respective employees and agents, shall be required to comply with the following: The Foreign Corrupt Practices Act, 15 U.S.C. §78dd-1 et seq.; The Immigration Reform and Control Act of 1986 and related regulations; the Equal Opportunity Clause prescribed in 41 CFR 60-1.4 (race, color, sex, national origin); the Affirmative Action Clause prescribed in 41 CFR 60-250-4 (veterans); the Affirmative Action Clause prescribed in 41 CFR 60 741.4 (handicapped workers); 43 CFR Chapter 1, Subpart 19.7 (Small Business and Small Disadvantaged Business Concerns); 48 CFR Chapter 1, Subpart 20.3 (Utilization of Labor Surplus Area Concerns); Executive Order 12138 (women-owned businesses); 41 CFR 60 1.40 (establishment of a written affirmative action program); 41 CFR 60 1.7 (filing the Employer Information report annually); 41 CFR 60 1.8 (non-segregated facilities); the Fair Labor Standards Act of 1938; and all relevant amendments of such laws, rules and regulations.

9.7 Disclaimer of UN Conventions. In accordance with Article 6 of the United Nations Convention on Contracts for the International Sale of Goods, Seller and Buyer exclude the application of such convention to these Terms and Conditions, including all terms, obligations, requirements and duties that may be said to exist or arise from such convention. In accordance with Article 3(2) of the Convention on the Limitation Period in the International Sale of Goods, Seller and Buyer exclude the application of such convention from these Terms and Conditions, including all terms, obligations, requirements and duties that may be said to exist or arise from such convention.

9.8 Assignment. Neither Seller nor Buyer will be able to assign the rights, benefits or obligations resulting from these Terms and Conditions without the prior written consent of the other.

9.9 Entire Agreement. These Terms and Conditions represent the entire agreement and understanding relating to the sale of Products as between Seller and Buyer. No parol evidence, outside understandings or literature, or prior, present or future course of dealings may vary these Terms and Conditions.

9.10 Survival. Each of the representations, warranties, covenants and obligations set forth in these Terms and Conditions shall survive the sale of the Products from Seller to Buyer for an indefinite period and each of Seller and Buyer will continue to be bound by these Terms and Conditions.

9.11 Non-waiver of Default. Any failure by Seller at any time, or from time to time, to enforce or require the strict keeping and performance of any of the terms or conditions of these Terms and Conditions or to exercise a right hereunder, shall not operate or be construed as a waiver of such terms, conditions or rights, and shall not affect or impair Seller's right at any time to enforce same.

9.12 Severability. If any one or more of the provisions or subjects contained in the Agreement shall for any reason be held invalid, illegal, or

9.13 Governing Law. (a) Neither party shall have the right to assign its rights or obligations under this Agreement except with the written consent of the other party, provided, however, that a successor in interest by merger, by operation of law, assignment, purchase, or otherwise of the entire business of either party, shall acquire all interest of such party hereunder. Any prohibited assignment shall be null and void. (b) There are no understandings, Agreements or representations, expressed or implied, not specified in this Agreement. (c) No action, regardless of form arising out of transactions under this Agreement, may be brought by either party more than two (2) years after the cause of action has occurred. (d) No representative of Seller has any authority to modify these terms and conditions unless the modification is contained in a written instrument signed by a duly authorized Vice President of Seller. (e) This Agreement is formed and shall be construed under the laws of the State of Iowa. (f) All stenographic, typographical and clerical errors in quotations or field engineering services rate sheet and specifications may be corrected at any time by Seller. (g) If goods supplied hereunder are used in a nuclear power generation facility, Buyer fully indemnifies Seller pursuant to Seller's Standard Nuclear Liability Form.

10.0 Site work Provisions. In addition to the foregoing paragraphs, the following provisions shall also apply to any and all services performed by Seller's personnel at the Buyer's designated location. Applicable rates will be charged for site work based on the Seller's Services Rate Sheet in affect at the time the service is performed, unless otherwise agreed in writing by the Seller.

10.1 Safety. Buyer shall ensure that Seller's personnel are not exposed to unreasonable hazards on or in the vicinity of the worksite. Buyer shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the worksite. Seller shall ensure that Seller's personnel will comply with the Buyer's documented safety regulations provided to the Seller while on the worksite.

Seller shall ensure that Seller's personnel are provided with basic safety training for the normal work environment. Site specific training shall be provided at the Buyer's expense.

10.2 Hazardous Locations. Seller reserves the right to refuse to dispatch personnel to worksites threatened by warfare, terrorist activities, or other unsafe conditions as determined by the Seller's management. A variety of factors will be considered in determining whether a location is hazardous, including whether the country within which the work is to be performed is under a "Travel Warning Status" as determined by the U.S. Department of State. Seller reserves the right to recall personnel if the worksite does not meet reasonable health and safety standards. Time spent in hazardous locations will be billed at applicable hazardous location rates.

10.3 Drug Testing. Seller has a drug free workplace policy in effect. Drug testing of Seller's personnel is conducted on a random basis to assure compliance with the drug free workplace policy.

10.4 Living Conditions. If meals and living accommodations are provided by the Buyer, Seller reserves the right to recall the Seller's personnel if the accommodations and meals are not suitable (as determined by the Seller's management). Seller reserves the right to make alternate arrangements at the cost of the Buyer if other accommodations are available.

10.5 Maximum Time on Worksite. Seller reserves the right to replace personnel after two weeks for offshore locations and three weeks for onshore locations at the Buyer's expense.

10.6 Seller's Personnel on Worksite. Seller reserves the right to determine the number of Seller's personnel required for implementation of a project. All costs for the Seller's personnel on worksite shall be paid by the Buyer.

10.7 Communications Access. Buyer shall provide at no cost to Seller unlimited access to telephone, fax, and data transmission lines to the Seller's personnel on worksite for communicating with the Seller's office for purposes associated with the required work.



Compressor Controls Corporation

SETPOINT™ Business Unit

2243 Park Place, Suite A

Minden, NV 89423 USA

(775) 552-3110

www.setpointvibration.com

info@setpointvibration.com