

Standard Terms and Conditions of Sale

1. GENERAL – As used herein, “Supplier” or “DEKKER” means DEKKER Vacuum Technologies, Inc. “Purchaser” means the entity to which Supplier’s offer is made or the entity purchasing the Goods from Supplier. “Goods” means equipment, equipment components, spare parts, accessories and services furnished to Purchaser by Supplier. “Affiliates” shall mean DEKKER’s wholly-owned subsidiaries. Supplier’s sale of any Goods is expressly conditioned on Purchaser’s assent to these Standard Terms and Conditions of Sale (“Terms”). Any acceptance of Supplier’s offer is expressly limited to acceptance of these Terms. Any terms or conditions (previously, contemporaneously, or hereafter) provided by Purchaser which add to, vary from, or conflict with these Terms are hereby expressly objected to. Unless otherwise expressly agreed in writing by a duly authorized representative of Supplier, these Terms supersede all other communications and agreements. Section headings are for purposes of convenience only. Orders shall be subject to acceptance by Supplier.

2. DELIVERY – Unless otherwise agreed in writing, Goods manufactured, assembled or warehoused in the continental United States are delivered F.O.B. shipping point, and Goods shipped from outside the continental United States are delivered F.O.B. point of entry. Where the scheduled delivery of Goods is delayed by Purchaser or by reason of any of the events of force majeure referred to in Section 6, Supplier may deliver such Goods by moving them to storage for the account of and at the risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Supplier reserves the right to make delivery in installments.

3. SECURITY AND RISK OF LOSS - Upon request from Supplier, Purchaser agrees to execute a security agreement covering the Goods sold or other assets and to perform all acts which may be necessary to perfect and assure a security position of Supplier. Notwithstanding any agreement with respect to delivery terms or payment of transportation charges, the risk of loss or damage shall pass to Purchaser and delivery shall be deemed to be complete upon delivery to a private or common carrier or upon moving into storage, whichever occurs first, at the point of shipment for Goods assembled, manufactured or warehoused in the continental United States or at the point of entry for Goods shipped from outside the continental United States.

4. PRICES – Prices shall be in accordance with the Supplier list price in effect at time of order. Supplier may, upon thirty (30) days prior written notice to Purchaser, change prices, or other terms of sale affecting the Goods, by issuing new price schedules, bulletins or other notices. This contract applies to new Goods only. Purchases of used equipment shall be on terms to be agreed upon at time of sale to Purchaser. The price does not include any taxes or any other governmental charges, unless the price indicated by Supplier specifically lists such tax or governmental charge as a line item. Purchaser is responsible for all applicable taxes and governmental charges (except any taxes on Supplier’s income). Supplier will accept a valid exemption certificate from Purchaser, if applicable. The price shall also be subject to adjustment in accordance with the published Price Adjustment Clauses, which price adjustment information shall supersede the terms of this Section 4, where inconsistent herewith.

5. PAYMENT – Payment terms shall be defined by Supplier in a written quotation. If Purchaser fails to pay any invoice when due, Supplier may defer deliveries under this or any other contract with Purchaser, except upon receipt of satisfactory security for or cash in payment of any such invoice. A service charge of the lesser of 1% per month or the highest rate permitted by applicable law shall be charged on all overdue accounts. Failure on the part of Purchaser to pay invoices when due shall, at the option of Supplier, constitute a default in addition to all other remedies Supplier may have under these conditions of sale or applicable law. If, in the reasonable judgment of Supplier, the financial condition of Purchaser at any time prior to delivery does not justify the terms of payment specified, Supplier may require payment in advance or cancel any outstanding order, whereupon Supplier shall be entitled to receive reasonable cancellation charges. If delivery is delayed by Purchaser, payment shall become due on the date Supplier is prepared to make delivery. Should manufacture be delayed by Purchaser, pro rata payments shall become due if and to the extent required at Supplier by its contracts with the manufacturer. All installment deliveries shall be separately invoiced and paid for without regard to subsequent deliveries. Delays in delivery or non-conformities in any installment shall not relieve Purchaser of its obligations to accept any pay for remaining installments.

6. FORCE MAJEURE – Supplier shall not be liable for loss, damage, detention, or delay, nor be deemed to be in default from causes beyond its reasonable control including but limited to acts of God, fire, storm, strike or other concerted action of workmen, act or omission of any governmental authority or of Purchaser, compliance with import or export regulations, insurrection or riot, embargo, quarantine, epidemic, pandemic, delays or shortages in transportation, or inability to obtain necessary engineering talent, labor, materials, or manufacturing facilities from usual sources. In the event of delay due to any such cause, the date of delivery will be postponed by such length of time as may be reasonably necessary to make up for such delay.

7. WARRANTY

- a. **Equipment:** DEKKER warrants that the Goods provided hereunder shall be free of defects in material and workmanship and conform to the specifications given in connection with the sale of the Goods.

The above-stated warranties begin from date of shipment, and are conditioned upon the DEKKER manufactured Goods (“Product”) having been operated exclusively with DEKKER seal fluid (where noted) and have been operated during the full warranty period as per the instructions given in the Installation, Operation, and Maintenance (IOM) Manual. If Purchaser elects to use a non-DEKKER seal fluid, which has been approved by DEKKER, Product warranty may be reduced (as noted below). If Purchaser elects to use a non-DEKKER seal fluid, which has NOT been approved by DEKKER, Product warranty may be void.

3-Year Warranty

Vmax systems: 3-year warranty with DEKKER Vmaxol seal fluid; 2-year warranty with non-DEKKER seal fluid
HullVac pumps and systems: 3-year warranty with DEKKER HullVac seal fluid; 2-year warranty with non-DEKKER seal fluid

2-Year Warranty

DuraVane pumps, systems and compressors: 2-year warranty with DEKKER Duratex seal fluid;
18-month warranty with non-DEKKER seal fluid
TiTan liquid ring vacuum pumps and compressors: 2-year warranty
Maxima-C and Maxima-K liquid ring vacuum pumps: 2-year warranty
AquaSeal systems: 2-year warranty
ChemSeal systems: 2-year warranty

1-Year Warranty

VmaxMTH systems: 1-year warranty with DEKKER Vmaxol seal fluid; 6-month warranty with non-DEKKER seal fluid
All other systems not specified above: 1-year warranty
All custom-engineered systems: 1-year warranty

6-Month Warranty

Rebuilt pumps and systems: 6-month warranty

Ninety (90) Days

Mechanical shaft seals: Ninety (90) day warranty

All 3rd party components are subject to Manufacturers' Warranty.

The replacement of maintenance items including, but not limited to oil, seals, bearings, filters, vanes in rotary vane pumps, etc., made in connection with normal maintenance service are not covered under this warranty.

No warranty shall apply to Products that have been misused or neglected, which includes operation in excessive ambient temperatures, dirty environments or the pumping of corrosive, erosive or explosive liquids or gasses or for problems caused by a build-up of material on the internal parts of the Product.

Under this warranty the Purchaser is entitled to the repair or replacement (whichever DEKKER elects) of any part or parts of the Product which do not conform to specifications. This warranty shall be void unless said nonconformance is discovered before the expiration of this warranty. For repairs, DEKKER must be notified in writing, a Return Merchandise Authorization (RMA) must be obtained and the nonconforming part(s) need to be returned to DEKKER, transport charges prepaid, within thirty (30) days of discovery. Repairs shall be made at DEKKER's facility without charge, except for return transport charges. Replacement parts provided under the terms of this warranty are warranted for the remainder of the warranty period applicable to the Product in which they are installed, as if such parts were original components of that Product.

No allowance will be granted for repairs or alterations made by the Purchaser without DEKKER's written consent.

In lieu of the foregoing remedy, DEKKER may (if DEKKER so elects), redesign and/or replace the Product or refund the full purchase price thereof.

If Purchaser disassembles the Product for any reason without the written consent of DEKKER, this warranty shall be void.

Limitation of liability for DEKKER vacuum pumps, systems and compressors:

DEKKER's obligations are limited to repair, redesign, replacement or refund of the purchase price, at DEKKER's option. In no event shall the Purchaser be entitled to recover incidental, special or consequential damages arising out of any defect, failure or malfunction of the Product.

This warranty and DEKKER's obligation there under is expressly in lieu of all other warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. All warranties which exceed the aforementioned obligations are hereby disclaimed by DEKKER and excluded from this warranty. No other person is authorized to give any other warranty or to assume any other liability on DEKKER's behalf without written authorization.

Replacement Policy (Product Failure) for DEKKER vacuum pumps, systems and/or compressors (hereafter referred to as the Product)

DEKKER Product failures must be reported directly to DEKKER immediately. Product must be returned to DEKKER factory for warranty consideration, unless field service is pre-authorized by DEKKER. The Product will be evaluated for defects in workmanship and materials. Under no circumstance will Product be considered for immediate, no-charge replacement without substantial evidence of material defect or assembly error.

User error, incorrect supply voltage, or damage incurred as a result of mishandling will not be honored.

Product failures will require a purchase order (in the original dollar amount of damaged/failed product) from the distributor or Purchaser to release the replacement pump or Product. An RMA number will be generated by a DEKKER After Sales Associate and issued to the distributor or Purchaser to return the original Product. The Product will undergo a thorough evaluation upon

receipt and credit will be issued in full if the failure is determined to be warrantable. If failure is determined not to be warrantable, the purchase order will be charged for the replacement Product.

DEKKER does not cover expedited shipping in any circumstance.

Motor failures will be determined warrantable based on the evaluation of the motor manufacturer or their authorized representative. Please contact DEKKER for assistance with finding your motor manufacturer's local authorized repair center.

Return Policy for DEKKER vacuum pumps, systems and/or compressors, and parts (hereafter referred to as the Product)

Return for Credit (Product not needed):

Distributor or Purchaser will request an RMA number from DEKKER After Sales Associate and return the Product pre-paid. Collect freight or parcels will be refused unless prior approval is given by After Sales Associate.

A minimum 25% restock fee applies. If Product is damaged by Purchaser, as a result of mishandling or poor packaging for return shipment, this fee may be increased as determined by DEKKER. DEKKER does not accept any returns on special orders or custom items.

Return for Replacement (incorrect part number received due to DEKKER shipping error):

New purchase order is required to release correct items. DEKKER After Sales Associate will issue RMA for incorrect items. Upon receipt, if Product is returned in good condition, the original order will be credited in full.

Return for Replacement (Purchaser ordered incorrect part):

New purchase order is required to release correct items. DEKKER After Sales Associate will issue RMA for incorrect items. Upon receipt, original order will be credited less minimum 15% restock fee. If Product is damaged by Purchaser, as a result of mishandling or poor packaging for return shipment, this fee may be increased as determined by DEKKER.

Return for Replacement (damaged Product received):

Photos should be taken immediately upon discovery of damage to assist in a claim with the shipping company. A new purchase order is required to release replacement items. Once items are received at DEKKER, they will be evaluated for repair/replacement and liability determined with shipping company. It is the discretion of the receiver to refuse any shipment. If you have any questions or concerns, contact a DEKKER After Sales Associate.

8. LIMITATION OF LIABILITY – IN NO EVENT SHALL SUPPLIER BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, WHETHER IN WARRANTY, STRICT LIABILITY, CONTRACT, TORT, NEGLIGENCE OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE, LOSS OF USE OF THE GOODS OR FACILITIES, DOWNTIME COST, OR DELAY COSTS. EXCEPT AS PROVIDED IN SECTION 12, PATENT INDEMNITY, SUPPLIER'S LIABILITY ON ANY CLAIM WHETHER IN WARRANTY, STRICT LIABILITY, CONTRACT, TORT, NEGLIGENCE OR OTHERWISE FOR ANY LOSS OR DAMAGE ARISING OUT OF, OR RELATED TO THIS CONTRACT OR THE PERFORMANCE OR BREACH THEREOF, SHALL IN NO CASE EXCEED THE PURCHASE PRICE ALLOCABLE TO THE GOOD OR PART THEREOF WHICH GIVES RISE TO THE CLAIM. All causes of action against Supplier arising out of or relating to this contract or the performance hereof shall expire unless brought within one year of time of accrual thereof.

9. CONFIDENTIALITY. Supplier and Purchaser (as to information disclosed, the "Disclosing Party") may each disclose Confidential Information to the other party hereto (the "Receiving Party"). "Confidential Information" shall mean all information related to the business, Products, or services of the Disclosing Party that is not generally known to the public, and all pricing and terms of the contract, provided that the obligations of this Section shall not apply as to any portion of the Confidential Information which: (i) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party, its representatives or its affiliates, or (ii) has been or is subsequently independently developed by the Receiving Party, its representatives or affiliates, without reference to the Confidential Information, or (iii) is required to be disclosed by law or valid legal process provided that the Receiving Party who intends to make such disclosure shall promptly notify the Disclosing Party in advance of such disclosure and reasonably cooperate in attempts to maintain the confidentiality of the Confidential Information. The Receiving Party agrees, except as otherwise required by law: (i) to use the Confidential Information only as the Disclosing Party intended it to be used by the Receiving Party in connection with providing or receiving the Good, and (ii) to take reasonable measures to prevent disclosure of the Confidential Information, except disclosure to its employees to the extent necessary to facilitate providing or receiving Goods. Upon the Disclosing Party's request, the Receiving Party shall destroy or return to Disclosing Party all copies of Confidential Information. If either party or any of their respective affiliates or representatives is required or requested by subpoena, interrogatories, or similar legal process to disclose any Confidential Information, such party agrees to provide the Disclosing Party with prompt written notice of such request, so that the Disclosing Party may seek an appropriate protective order or waive compliance by the Receiving Party with the provisions herein. It is understood and agreed that this Section 9 survives any expiration/termination of the contract.

10. INTELLECTUAL PROPERTY. As between Supplier and Purchaser, Supplier shall retain and own all patents, copyright, trademarks, trade secrets, and other intellectual property embodied in or associated with the Good. Without limiting the generality of the foregoing, Supplier shall retain and own all right, title and interest in and to all inventions, discoveries, know-how, works of authorship, drawings, designs, processes, and ideas developed, discovered or conceived by Supplier or its employees in connection with the manufacture of the ordered Goods. No drawings, designs, or anything else provided by Supplier shall be deemed to be "work made for hire" as that term is used in connection with the U.S. Copyright Act.

11. SOFTWARE. In the event the Good contains or otherwise includes software, the software shall remain the proprietary property of Supplier (and/or its affiliates or other third parties who are Supplier's licensors, if applicable), and in no event shall title thereto be sold or transferred to Purchaser. In the event a Good supplied hereunder contains or otherwise includes software, the following shall apply: (i) subject to Purchaser complying with these Terms, Purchaser is granted a non-exclusive, non-transferable license to properly use the software in machine readable object code form only; (ii) any license so granted is limited to the proper use of the Good containing the software only in the manner authorized by Supplier; and (iii) Purchaser shall not sublicense the software to any other entity nor assign its license rights. Notwithstanding the above, in the event Purchaser transfers (in compliance with all applicable laws and regulations) title to any Good containing the software, the license

granted hereby shall transfer to Purchaser's transferee. Any license granted hereunder shall continue: (i) until terminated in accordance with this contract, or, (ii) for the useful life of the Good in which the software is embedded or is otherwise an integral part, or, (iii) for the useful life of the software, whichever is shorter. Any modification, alteration, or removal or unauthorized use of the software constitute a breach of this contract and shall automatically terminate any license granted hereby. Purchaser shall not (and shall not permit any third party to) create derivative works based on the software, or reverse engineer, or disassemble or decompile the software, or transfer, copy, or modify, the software. In the event a separate written applicable Supplier-provided Software License is provided with the Good, specified in Supplier's quotation, and/or otherwise communicated to Purchaser, then the software shall be governed, in order of precedence, by the terms of the separate Software License and then by any non-conflicting terms hereof.

12. PATENT INDEMNITY – Supplier shall at its own expense defend any suits or proceedings brought against Purchaser insofar as based on an allegation that Goods furnished hereunder constitute an infringement of any United States patent, copyright or trademark. Supplier will pay the damages and costs awarded in any suit or proceeding so defended. Supplier's obligations in this Section are conditioned upon Purchaser promptly (i) notifying Supplier in writing of the third party's claim; (ii) giving Supplier full authority to control the defense and settlement of the suit or proceeding; and (iii) providing Supplier with full information and reasonable assistance at Supplier's expense. Supplier shall ensure that no such settlement intending to bind Purchaser shall be entered into without Purchaser's prior written consent, which consent shall not be unreasonably withheld or delayed. In case the Good (or any portion thereof) as a result of any suit or proceeding so defended is held to constitute infringement or its use by Purchaser is enjoined, Supplier will, at Supplier's option and expense: (i) procure for Purchaser the right to continue using the Good; (ii) replace the Good with substantially equivalent non-infringing Good; (iii) modify the Good so it becomes non-infringing; or (iv) take back the Good and refund or credit monies paid by Purchaser to Supplier for such Good less a reasonable allowance for use. Supplier will have no duty or obligation to Purchaser under this Section to the extent that the Good is (i) supplied according to Purchaser's design or instructions wherein compliance therewith has caused Supplier to deviate from Supplier's normal designs or specifications, (ii) modified, (iii) combined with items, systems, methods, or processes not furnished by Supplier and by reason of said design, instruction, modification, or combination a claim is brought against Purchaser. If by reason of such design, instruction, modification or combination, a claim is brought against Supplier or its affiliate, Purchaser shall protect Supplier and its affiliate in the same manner and to the same extent that Supplier has agreed to protect Purchaser under the provisions above in this Section. THIS SECTION 12 STATES SUPPLIER'S AND ITS AFFILIATES' EXCLUSIVE LIABILITY FOR INFRINGEMENT OF ANY THIRD PARTY'S PATENT, COPYRIGHT AND/OR TRADEMARK.

13. Remote Data Monitoring: The Good may include a data monitoring service, including SMARTLINK or others. If the Good includes remote data monitoring service, the Good's transmission of data to Supplier is intended to start when the Good has been properly installed, regardless of whether Purchaser registers to use the remote data monitoring service. Supplier shall own all data related to the remote data monitoring service, and the data received by Supplier may be used by Supplier and certain third party distributors and contractors for the purpose of potentially increasing overall customer service and for other commercial purposes. Purchaser acknowledges that the use of the remote data monitoring service is provided "as is", that use of the service is entirely at Purchaser's risk, and that Supplier may discontinue the remote data monitoring service at any time. Purchaser may request discontinuance of the remote data monitoring service at any time. The use of the remote data monitoring service by Purchaser may require registration by Purchaser as requested by Supplier. For more information, Purchaser should refer to the specific terms and conditions for the data monitoring service.

14. TERMINATION – Any order or contract may be cancelled by Purchaser only upon payment of reasonable charges (including an allowance for profit) based upon costs and expenses incurred, and commitments made by Supplier.

15. EXPORT CONTROL, AND FOREIGN CORRUPT PRACTICES ACT – Goods, technical data, technology, software, and services provided by Supplier to Purchaser shall at all times be subject to all applicable export control laws and regulations, including but not limited to applicable U.S. Export Administration Regulations, United Nations resolutions and European Union directives relating to trade embargoes and restrictions. Purchaser agrees and warrants that no Good, items, equipment, materials, services, technical data, technology, software or other technical information or assistance furnished by Supplier, or any good or product resulting therefrom, shall be exported or re-exported by Purchaser or its authorized transferees, if any, directly or indirectly, in violation of any law or regulation. Purchaser agrees and warrants that Purchaser shall not violate or cause Supplier to violate the U.S. Foreign Corrupt Practices Act of 1977 (as amended), in connection with any sale of the Goods.

16. U.S. GOVERNMENT CONTRACTS. If the Goods are to be used in the performance of a U.S. Government contract or subcontract, Purchaser expressly agrees to notify Supplier in writing in connection with Purchaser's order. Further, if the Goods are to be used in the performance of a U.S. Government contract or subcontract, only those clauses of the applicable U.S. Government procurement regulations which are mandatorily required by federal statute to be included in this contract shall be incorporated herein by reference.

17. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS. If applicable to this contract, Supplier and Purchaser shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

18. REMEDIES – The remedies expressly provided for in these Terms shall be in addition to any other remedies, which Supplier may have under the Uniform Commercial Code or other applicable law.

19. CHOICE OF LAW - The validity, performance, and all other matters arising out of or relating to the interpretation and effect of these Terms and/or the contract shall be governed by and construed in accordance with the internal laws of the U.S. State in which Supplier's applicable sales or service facility is located without giving effect to any choice or conflict of law provision or rule (whether in such State or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of such State. Supplier and Purchaser expressly agree that the United Nations Convention on International Sale of Goods shall not apply.

20. MISCELLANEOUS. **20.1.** Typographical and/or clerical errors in Supplier's quotations are subject to Supplier's correction. **20.2.** Purchaser's issuance of a purchase order or Purchaser's receipt of the Good from Supplier shall (without prejudice to any other manner in which acceptance of these Terms may be evidenced) constitute full acceptance of these Terms. **20.3.** These Terms contain the entire agreement between Supplier and Buyer with respect to terms and conditions and supersede all previous and contemporaneous statements,

agreement and representations with respect to terms and conditions. These Terms cannot be superseded, amended, or modified except by an applicable negotiated agreement signed in handwriting by an authorized sales manager of Supplier and an authorized representative of Purchaser containing terms and conditions substantially similar to the terms and conditions of these Terms. Any purchase order issued by Purchaser to Supplier is for Purchaser's internal purposes and no term or condition stated in such document shall modify these Terms. Supplier's execution of any document issued by Purchaser shall constitute only an acknowledgment of receipt thereof, and shall not be construed as an acceptance of any of the terms or conditions therein that differ from, conflict with, or add to these Terms. **20.4.** Neither party shall assign or transfer the contract without the prior written consent of the other party (which consent shall not be unreasonably withheld); any purported assignment in violation of this sentence shall be void. Irrespective of the foregoing, Supplier may without consent assign the contract (or any of rights or obligations hereunder) to any of its affiliates and/or use sub-contractors. **20.5.** The provisions of these Terms are severable and the invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision. **20.6.** Neither party's failure to enforce, or its waiver of a breach of, any provision contained in these Terms shall constitute a waiver of any other breach or of such provision. **20.7.** All headings, captions and numbering in this document are for convenience of reference only and shall not be used to interpret any meaning of any terms or condition. **20.8.** The parties are independent contractors under this contract and no other relationship is intended including, without limitation, any partnership, franchise, joint venture, agency, employer/employee, fiduciary, master/servant relationship, or any other special relationship. **20.9.** All rights and obligations contained in these Terms, which by their nature or effect are required or intended to be kept, observed, or performed after the termination or expiration of the order/contract will survive and remain binding upon and for the benefit of the parties, their successors, and permitted assigns.

PAYMENT TERMS

Unless expressly agreed to in writing on a specific contract or order, our standard payment terms are:

For orders under \$25,000, the payment terms shall be **Net 30 days** from date of shipment.

For orders over \$25,000 or with lead times greater than six months, the following terms shall apply:

1. Domestic Shipments

- A. 25% of order value 30 Days from date of Purchaser's purchase order.
- B. 25% of order value upon shipment.
- C. Balance Net 30 Days.

In those cases where progress payments are required, all work on the order will cease if payment is not received in accordance with the payment schedule.

2. Export Shipments

- A. 100% Wire Transfer or Credit Card with a 2% Fee.

3. Payment Retention

Payment retention will not be allowed. An irrevocable bank letter of credit will be furnished at Supplier's expense in lieu of retention.

4. Credit Approval

All terms are subject to credit approval by DEKKER Vacuum Technologies, Inc.

CANCELLATION SCHEDULE

Definitions:

Standard Stocked Equipment - equipment as shown in the current catalog and available for shipment from the US Distribution Center.

Standard Non-Stocked Equipment - equipment as shown in the current catalog but not currently stocked at the US Distribution Center.

Engineered Equipment - equipment requiring customized features not shown in the current catalog.

Orders for Standard Stocked Equipment

* 25% of equipment price

Orders for Standard Non-Stocked Equipment & Engineered Equipment

A) After Design Completed:

* 25% of equipment price

B) After Detailed Drawing Completed and Purchase Orders Placed:

* 50% of equipment price

C) After Production has Started or Been Completed:

* To Be Determined

Additional charges added to the above depending upon the amount of non-recoverable costs and/or the amount of design, fabrication and assembly completed.