

## TERMS AND CONDITIONS OF QUOTATION AND SALE

These terms and Conditions of the quotation or acceptance of Buyer's purchase order to which they are attached.

**DEFINITIONS**-The Word "ATECH" as used herein shall mean "ATECH North America, Inc.". The word "Machinery" as used herein shall mean, collectively and severally, such of the basic machine, its equipment, appurtenances, parts, and optional items as are specified in the "Contract" as hereinafter defined, whether purchased with a machior separately and whether purchased from a supplier other than ATECH under different contact conditions.

**DATA**-All data in the quotation and any accompanying catalogue(s) are subject to correction and to revision without prior notice.

**PRICES**-All prices are quoted U.S. duty paid unless otherwise indicated. ATECH will endeavor to maintain the prices quoted, but cost increases beyond its control, including changes in foreign exchange rates, may necessitate price increases. **Prices in effect at the time of acceptance by ATECH of Buyer's purchase order will prevail and will be firm and binding.**

**PURCHASE ORDER**-It is the responsibility of the Buyer to ascertain and understand the capacity rating of the Machinery being ordered and to determine that it will meet his requirements and that his use thereof will not exceed such capacity rating. The Buyer's purchase order shall be an offer to purchase based upon the relevant quotation made by ATECH, if any, and shall be subject in all respects to these Terms and Conditions of Quotation and Sale. Buyer's purchase order will become binding upon ATECH only when accepted by ATECH in writing. The quotation by ATECH is not an offer.

**CANCELLATION**-Buyer's purchase order for the Machinery shall not be subject to cancellation by Buyer before or after acceptance by ATECH except with ATECH's written consent, and then only upon terms and conditions that will fully indemnify ATECH against all losses resulting therefrom.

**CONTRACT DOCUMENTS**-The contract between Buyer and ATECH (the "Contract") shall consist of Buyer's purchase order and any quotation made by ATECH referred to in Buyer's purchase order, the written acceptance thereof by ATECH and these Terms and Conditions of Quotation and Sale. The Contract may also consist of the written acceptance by ATECH of BUYER's oral purchase purchase order and these Terms and Conditions of Quotation and Sale accompanying such written acceptance.

**DELIVERIES, LIMITATION OF LIABILITY**-Estimated date of shipment is computed from receipt at the factory of the manufacturer of the Machinery (the "Manufacturer") of all written details pertaining to the written purchase order and essential to its proper execution. Shipment date is approximate only and is subject to delay due to circumstances beyond the control of ATECH. ATECH shall under no circumstances be responsible or liable for delays, nonperformance, loss or damages, whether direct or consequential, due to any circumstances beyond the control of ATECH. In the event the Machinery is to be imported by ATECH and ATECH is unable to import and deliver same by reason of any circumstances beyond its control, ATECH shall have the right to cancel the acceptance by ATECH of Buyer's purchase order, without any liability to Buyer whatsoever, whether direct or consequential.

**FREIGHT RATES**-ATECH neither guarantees nor assumes any liability for domestic overland freight rates.

**RISKS**-All Machinery delivered by ATECH or the Manufacturer to a carrier at the agreed shipping point, or consigned to the Buyer in accordance with Buyer's instructions or purchase order, will travel total at Buyer's risk, and the Buyer hereby assumes all risks of loss, injury or destruction occurring after the time of such delivery or consignment. No such loss, injury or destruction shall operate in any manner to release the Buyer from the obligation to pay for such Machinery or from any other terms or conditions of the Contract. ATECH will assist Buyer in asserting Buyer's claim against the carrier or insurer.

**TITLE**-Title and ownership of the Machinery shall remain with ATECH until payment therefor has been made in full. The Machinery shall be and remain personal property and shall retain its character as such even if the Machinery shall be installed on permanent foundations or be in any manner affixed or attached to realty, and without regard to the purposes for which such Machinery may be used. The rights of ATECH to possession of the Machinery until the purchase price therefor shall have been paid in full shall be superior to any rights of the Buyer to possession thereof. If Buyer shall fail to make any payment when due under the Contract, ATECH shall be entitled to all remedies available under the Uniform Commercial Code in force in the State of Maryland on the date of the Contract, including the right to repossess the Machinery by self help and without resort to judicial process. The Buyer may also be required to pay interest at the maximum legal rate on all overdue invoices.

**INSPECTIONS AND CLAIMS**-The Buyer shall inspect the Machinery immediately upon its arrival and shall, within five (5) days thereafter, give written notice to ATECH of any claims that the Machinery does not conform to the requirements of the Contract. If no such notice is given within said five (5) day period of time, the Machinery shall conclusively be deemed to conform in all respects to the requirements of the Contract. All claims made within said five (5) day period of time, if justified, be satisfied by ATECH or the Manufacturer in accordance with the LIMITED WARRANTY set forth below.

**RETURNS**-ATECH will not accept any returns of Machinery unless (a) ATECH shall have authorized each such return in writing and (b) Buyer shall have prepaid all freight charges thereon to ATECH's warehouse or consignee.

**MACHINERY SAFETY RESPONSIBILITY-IT IS THE BUYER'S AND OPERATOR'S RESPONSIBILITY TO PROVIDE AND USE PROPER SAFETY DEVICES AND EQUIPMENT AND PROPER OPERATING PROCEDURES TO SAFEGUARD THE OPERATOR FROM INJURY AT ALL TIMES AND ON A CONTINUING BASIS FROM ANY SET-UP, USE OR OPERATION OF THE MACHINERY. IT IS THE BUYER'S RESPONSIBILITY TO TRAIN ALL OPERATORS OF THE MACHINERY IN ITS PROPER AND SAFE OPERATION AND USAGE. IT IS THE BUYER'S AND OPERATOR'S JOINT AND SEVERAL RESPONSIBILITY TO SAFEGUARD THE OPERATOR FROM INJURY FROM ANY AND ALL SET-UPS, USES OR OPERATIONS OF THE MACHINERY AND TO ASSURE THAT SUCH SET-UPS, USES OR OPERATIONS ARE NOT BEYOND THE RATED CAPACITIES OF THE MACHINERY AND ARE NOT ON MATERIALS FOR WHICH THE MACHINERY WAS NOT DESIGNED. IT IS THE BUYER'S AND OPERATOR'S JOINT AND SEVERAL RESPONSIBILITY TO SET-UP, USE AND OPERATE THE MACHINERY IN CONFORMITY WITH ALL FEDERAL, STATE AND LOCAL GOVERNMENT SAFETY STANDARDS AND ALL INDUSTRY SAFETY STANDARDS. ATECH WILL NOT BE RESPONSIBLE FOR, AND BUYER AND OPERATOR WILL INDEMNIFY AND EXONERATE ATECH FROM, EXPENSES OF DEFENSE AND ANY AND ALL CLAIMS AND JUDGMENTS RESULTING FROM NON-COMPLIANCE WITH ANY PROVISIONS OF THIS PARAGRAPH.**

**ELECTRIC CODE, ELECTRIC POWER SUPPLY, OPERATION AND MAINTENANCE-INDEMNIFICATION**-Compliance with applicable electric code, provision of the proper power supply and related controls, proper operation and proper maintenance of the Machinery are the responsibility of the Buyer. ATECH will not be responsible for, and Buyer will indemnify and exonerate ATECH from expenses of defense and any and all claims and judgments for non-compliance with the applicable electric code, non-operation or faulty operation of the Machinery, personal injury, loss or damages, whether direct or consequential, resulting from, or contributed to by, (1) non-compliance of the Machinery with the applicable electric code, (2) inadequate or deficient or excessive or inappropriate electrical power supply for the operation of the Machinery, wherever located, (3) inadequate or incorrect instruction of operating personnel in the use of the Machinery, (4) improper or incompetent operation thereof (including overloading), (5) abuse thereof, (6) improper or inadequate maintenance thereof, (7) use of the Machinery for purposes or on materials for which it is not intended according to its specifications or to generally accepted trade standards, or (8) alteration or modification of any kind to the Machinery unless previously and specifically approved in writing by ATECH. As used herein, expenses of defense shall include all reasonable defense expenses and costs including counsel fees incurred by ATECH. Improper or incompetent operation as referred to above shall include, but not be limited to, failure to follow Manufacturer instructions, warnings and recommendations and failure to comply with applicable Federal, State and local laws and regulations. Said indemnification and exoneration against claims and judgments shall include, but not be limited to, those resulting from any legal theory of strict liability and from any theory of breach of warranty of any kind.

**LIMITED WARRANTY AND REMEDIES**-The Manufacturer warrants the Machinery to be free from defective material and workmanship for a period of ONE YEAR from the date of the bill of lading issued by the carrier at the designated f.o.b. point if the Machinery is used on an eight-hour-per-day basis, is given normal and proper usage and maintenance, is owned by the original Buyer, is operated by the original user and is properly operated. During the LIMITED WARRANTY period, parts found to be defective by ATECH or the Manufacturer will be replaced free of charge, f.o.b. the place from which such parts are shipped to Buyer. Machines weighing less than 1,000 lbs each which ATECH will have agreed require service under warranty must be returned by the Buyer to ATECH at its warehouse for such service, after completion of which machines will be shipped back to Buyer in accordance with the FREIGHT RATES and RISKS conditions set forth elsewhere here. Repair, alteration or modification of any kind to the Machinery without ATECH's previous and specific approval in writing, or without being performed by ATECH's personnel, absolutely and irrevocably voids the LIMITED WARRANTY. Cutting tools and dies and other expendable and consumable items and tooling and parts subject to normal wear are not warranted and are **specifically excluded from this warranty. THE LIMITED WARRANTY DESCRIBED IN THIS PARAGRAPH SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** The parties agree that no other remedy (including, but not limited to, incidental or consequential damages for lost of profits or revenues, damage to or loss of other property, cost of capital, claims of customers, cost of replacement machinery, lost sales, injury to persons or property, or any other incidental or consequential damage or loss) shall be available to Buyer. The sales personnel of ATECH are not authorized to make warranties about the Machinery sold by ATECH. ATECH's employees' **oral statements do not constitute warranties**, shall not be relied upon by the Buyer, and are not part of any quotation or contract of sale. **NO OTHER WARRANTIES** are given beyond those set forth herein. Under no circumstances shall the liability of ATECH exceed the price of the Machinery upon which such liability is based. The time within which Buyer may bring any action against ATECH under the within LIMITED WARRANTY shall be limited to one (1) year following the date of the Contract.

**SERVICE POLICY**—"Service" shall include all work, demonstrations, installation, start-up, instructions in use of Machinery, and maintenance and repairs of any Machinery. Should any Service be requested of ATECH beyond that which the Contract specifies that ATECH will supply at its expense, such Service, including warranty Service, will be rendered at the then current per diem charge (plus overtime if applicable) for the persons rendering the Service, plus their transportation and living expenses. Buyer shall, at Buyer's expense, supply appropriate rigging equipment and/or material handling equipment, tools and supplies (including demonstration material) so that any and all such Service can be provided efficiently and safely.

**SPECIFICATIONS**-Specifications are subject to change and/or correction without notice prior to ATECH's acceptance of the Buyer's purchase order.

**TAXES**-All applicable sales, use and other Federal, State and local taxes and filing fees are to be paid by the Buyer, or, if paid by ATECH, may be added to invoices for the Machinery or invoiced separately, and Buyer shall be obligated to pay same.

**F.O.B. POINT**-The f.o.b. point stated in the quotation or in Buyer's purchase order as accepted by ATECH may be changed by ATECH if the Machinery is delivered to a port other than to which originally destined because of circumstances beyond the control of the carrier or beyond the control of ATECH. In such an event, Buyer is required to accept such Machinery f.o.b. such other port and may be required to pay any additional domestic overland freight charges from that other port to Buyer's designated destination.

**SURCHARGES**-Ocean freight and other surcharges may result from foreign exchange fluctuations and from varying fuel costs and other causes. If any such surcharges are made or increased over those in effect at the time of acceptance by ATECH of Buyer's purchase order, ATECH may add the amount of such surcharges or increases to invoices for the Machinery or may invoice separately for them, and Buyer shall be obligated to pay same.

**GOVERNING LAW**-The Contract shall be governed by and interpreted in accordance with the laws of the State of Maryland.

**ARBITRATION AND SUIT**-(1) Any controversy or claim instituted by Buyer and arising out of or relating to the Contract shall be resolved by binding arbitration to take place in Frederick, Maryland under the auspices and commercial arbitration rules of the American Arbitration Association, the cost of such arbitration to be divided equally between ATECH and Buyer, and judgment upon the award rendered may be entered in any Court having jurisdiction. (2) Any controversy or claim instituted by ATECH and arising out of or relating to the Contract shall, at ATECH's option, be resolved by binding arbitration and with division of the cost of arbitration as described in clause (1) above or by suit in any Court having jurisdiction. Anything hereinabove to the contrary notwithstanding, if ATECH's claim against the Buyer is for the unpaid balance of the purchase price of the Machinery, or for Buyer's violation of the provisions thereof; and if such claim is sustained by the arbitrators or by litigation, Buyer shall pay the entire cost of the arbitration or suit together with the counsel fees incurred by ATECH in connection with such arbitration or suit including the cost of collection of the judgment or award, all of which shall be made a part of such judgment or award.

**AUTHORITY TO ATECH FROM BUYER**-Buyer hereby grants a security interest to ATECH in Buyer's Purchases from the date that Buyer enters into the Contract for buying such Purchases until Buyer shall have made payment in full for Buyer's Purchases, and hereby authorizes and empowers ATECH to record a Financing Statement "UCC-1" with the appropriate authority naming Buyer as the Debtor and ATECH as the secured party. Buyer hereby authorizes ATECH to execute Buyer's name to any and all documents evidencing the security interest. This authority is a power coupled with an interest and is not revocable.

**CAPTIONS AND GENDER**-The captions and headings hereof are for identification and convenience only and shall be disregarded in any interpretation of the provisions hereof. Use of masculine gender personal pronouns herein shall be construed where appropriate to include the feminine and neuter genders.