

OLIVER M. DEAN, INC. - ADDITIONAL TERMS AND CONDITIONS OF SALE

1. Primacy of Seller's Terms and Conditions. Any order, including written purchase orders, electronic orders, or any other writings or communications from the purchaser of the purchased goods (the "Purchaser") to Oliver M. Dean, Inc. (the "Seller") received and accepted by Seller, and any verbal or written quotations from Seller to Purchaser which are accepted by Purchaser, shall be construed as an acceptance of Seller's offer to sell its goods to Purchaser in accordance with the terms and conditions of sale set forth herein. Except as otherwise explicitly provided in a separate written agreement executed by Purchaser and Seller, this document contains all of the terms and conditions of the agreement between Seller and Purchaser of the goods sold, to the exclusion of any terms and conditions incorporated in Purchaser's order or other documents of Purchaser. Seller's acceptance of Purchaser's order is expressly conditioned on Purchaser's acceptance of the terms and conditions contained herein.

Purchaser, upon placing an order, is presumed to have accepted all of the terms and conditions without modification. No alteration, waiver, modification of or addition to the terms or conditions shall be binding on Seller unless specifically agreed to in writing by a person authorized by Seller to accept such different or inconsistent terms or conditions.

2. QUOTATIONS. Any quotation provided by Seller to Purchaser is an offer to sell. Seller may withdraw the offer at any time prior to receiving Purchaser's acceptance, and the offer shall expire automatically if not accepted within thirty (30) days from the date of the quotation. A quotation is conditioned upon Purchaser's acceptance of the terms and conditions contained therein.

3. CREDIT APPROVAL. If Purchaser is permitted by the terms of a quotation to pay all or part of the purchase price following the date of shipment, the obligations of Seller, after its acceptance by Purchaser shall be subject to the condition precedent that Seller's credit department, at its sole discretion, shall approve the creditworthiness of Purchaser.

4. SPECIFICATIONS. If Seller submits any drawings or other specifications to Purchaser for approval, and Purchaser does not approve or disapprove of them within the time specified by Seller, Seller shall have the right to ship the goods at a later date and charge a higher purchase price, as reasonably necessitated by Purchaser's delay.

5. SHIPMENT. Seller shall ship the goods upon their completion, except that, subject to section 9, Seller shall delay shipment as requested by Purchaser in writing for up to sixty days. Since the goods are to be manufactured to special order, the shipment date is estimated, and not guaranteed. Seller may ship the goods within a reasonable period either before or after the designated shipment date. Unless otherwise specified, Seller may ship the goods by any mode, and in full or partial shipments. Seller shall not be liable for any failure or delay to manufacture or ship the goods due to causes beyond its control, including without limitation, acts of God, war, sabotage, terrorism, casualties, accidents, labor disputes or shortages, governmental laws, ordinances, rules or regulations (such as priorities, requisitions, allocations and price adjustment restrictions), or an inability to obtain material, equipment or transportation.

6. RISK OF LOSS. Unless otherwise stated, the goods shall be shipped f.o.b. shipping point and Purchaser shall bear all risk of loss with respect to the goods after they have been placed in the possession of a carrier; except that, if Seller ships the goods by its own trucks, Purchaser shall bear all risk of loss with respect to the goods upon their delivery to Purchaser at the point of destination.

7. INSPECTION. Before accepting the goods, Purchaser shall have the right to inspect them at the time and place of delivery. After Purchaser inspects and accepts the goods Purchaser shall, except as provided in section 10, be deemed to have acknowledged that the goods comply with all specifications, representations and warranties of Seller, and to have waived any claim or cause of action against Seller with respect to the goods.

8. PRICING. Except as otherwise agreed in writing, prices do not include (i) freight/handling charges, or (ii) any sales, use, and excise taxes; tariffs, duties, and other charges imposed by any country, state, locality, or other political subdivision in connection with the sale of the goods, all of which shall be paid by Purchaser in addition to the purchase price. For tax purposes, title to the goods shall pass from Seller to Purchaser upon being loaded for shipment, whether by common carrier, or by Seller's or Purchaser's own trucks.

9. PAYMENT. Unless otherwise stated, Purchaser shall, within thirty (30) days after seller invoices for goods, pay the full purchase price for the goods shipped (or the final installment of the purchase price if Purchaser has made progress payments prior to the shipment date); except if Seller delays shipment as requested by Purchaser under section 5, Purchaser shall pay the full purchase price (or the final installment) within thirty (30) days after the goods have been completed. If complete payment is not made when due, Seller may withhold delivery of any undelivered goods subject to the order until fully payment is made. The unpaid past due balance for goods that have been delivered shall bear interest at the rate of 1½% per month until paid. Purchaser will be responsible for all costs of collection, including reasonable attorney's fees. All payments must be in US Dollars.

OLIVER M. DEAN, INC. - ADDITIONAL TERMS AND CONDITIONS OF SALE (CONTINUED)

10.WARRANTIES. SELLER IS NOT THE MANUFACTURER OF THE GOODS AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED BY LAW, WITH RESPECT TO THE GOODS. TO THE EXTENT THAT THE MANUFACTURER OF THE GOODS PROVIDES A WARRANTY ON THE GOODS THAT IS TRANSFERABLE TO PURCHASER, SELLER SHALL TRANSFER SUCH WARRANTY TO BUYER.

11.LIMITATION OF LIABILITY. Seller shall not under any circumstances be liable for special or consequential damages, such as, but not limited to, damage or loss of other property or equipment, loss of profits or revenue, costs of capital, or claims by Purchaser's customers. The remedies of Purchaser set forth herein are exclusive, and the liability of Seller with respect to the goods, or anything done in connection therewith, or from the manufacture, sale, delivery, resale, installation or use of any of the goods, whether arising out of contract, negligence, strict tort, or under any warranty, or otherwise, shall not, except as expressly provided herein, exceed the price of the goods upon which such liability is based.

12.CANCELLATION. Purchaser cannot cancel any order for goods without Seller's prior written consent and without paying Seller a cancellation charge equal to total selling price less the estimated direct labor and materials costs not expended less the salvage value of materials already purchased by Seller for use in fulfilling Purchaser's cancelled order.

13.REMEDIES. If Purchaser breaches any of these terms and conditions, Seller shall have the right to terminate any Purchaser order and/or withhold further shipments. The remedies provided shall be cumulative and in addition to any other remedies allowed by law or in equity. The failure of Seller to exercise any remedy shall not constitute a waiver of the right to exercise that or any other remedy, and no waiver of any breach of these terms and conditions term shall operate as waiver of any other breach of the same or any other provision.

14.APPLICABLE LAW; JURISDICTION; WAIVER OF JURY TRIAL. This Quotation shall be governed by the laws of the Commonwealth of Massachusetts. All legal action commenced by Purchaser arising out of or relating to these Terms And Conditions of Sale or the sale of goods to Purchaser shall be commenced and maintained by Purchaser exclusively in a court of competent jurisdiction located in Worcester, Massachusetts. Seller may commence and maintain legal action arising out of or relating to these Terms and Conditions of Sale or the sale of goods to Purchaser in any court of competent jurisdiction whether or not in Worcester, Massachusetts. Purchaser hereby consents to the jurisdiction of the courts specified above and waive any defenses to the exclusive jurisdiction of such courts. Seller and Purchaser waive any right to trial by jury of any claim, demand, action or cause of action in any way related or incidental to the dealings between Seller and Purchaser.

15.MISCELLANEOUS. No course of prior dealings between the parties and no usage of trade shall be relevant to supplement or explain any term used herein, and no modification shall be binding on Seller unless made in writing and signed by Seller Purchaser shall not assign its rights or delegate its duties under any order for goods without the prior written consent of Seller. If any provisions of these Terms and Conditions of Sale shall be held invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions shall not be affected or impaired thereby.