

GAMET MANUFACTURING, INC. GENERAL TERMS

- PRICE:** Prices quoted are in U.S. Dollars unless otherwise indicated and are quoted firm for thirty (30) days.
- Prices of equipment not manufactured by GAMET are based on quotations received by GAMET and subject to change. GAMET reserves the right to adjust its prices on such equipment if the CLIENT'S order is received more than thirty (30) days after the date the quote was issued.
- DELIVERY:** **To be determined upon receipt of an order.**
- If Approval Drawings are required, please allow approximately two (2) weeks for initial drawing submittal and approximately two (2) weeks for each re-submittal, as required.
- WARRANTY:** Twelve (12) months from date of shipment, unless otherwise specified.
- PAYMENT:** **Net thirty (30) days after shipment, unless otherwise specified.**
- FREIGHT:** F.O.B. Factory. Please specify "Freight Collect" or "Pre-pay & Add".
- TAXES / DUTIES:** None included.
- DOCUMENTS:** Price includes one (1) set of Drawings and one (1) set of Operation & Maintenance Manuals. Additional sets of Drawings or Manuals are available for an additional charge. All documents and drawings are created in English, and dimensioned in English units of measure, unless otherwise specified. Please notify GAMET of specific requests.
- CONDITIONS:** Equipment quoted is built to standard GAMET design and specifications unless specifically noted. Design changes by customer are subject to pricing review / revision by GAMET.
- START-UP:** Start-Up Services are not included unless specifically noted in the proposal.
- SAMPLE LINE:** GAMET reserves the right to review and/or suggest modifications to the customer's sample line layout for the proposed system(s). Improper sample line layout (distance, orientation, elbows, connections, etc.) may adversely affect system performance and may void any Performance Guarantee unless modified.

GAMET MANUFACTURING, INC. GENERAL TERMS CONTINUED

WARRANTY:

GAMET MANUFACTURING, Brooklyn Park, MN U.S.A., 55428, warrants for a period of one (1) year from the date of shipment by the carrier, its equipment to be free from defects in material and workmanship.

GAMET MANUFACTURING'S obligation under this Warranty is limited to the repair or replacement, at its factory, or on-site at its sole discretion, of any part or parts of said equipment. If the repair is to occur at GAMET's facility the equipment shall be returned to GAMET with transportation charges prepaid, and which the Company's examination shall disclose to its satisfaction to have been defective. This is GAMET's sole Warranty.

GAMET MANUFACTURING MAKES NO OTHER WARRANTY OF ANY KIND WHATEVER, EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEED THE AFORESTATED OBLIGATION ARE HEREBY DISCLAIMED BY GAMET MANUFACTURING AND EXCLUDED FROM THIS AGREEMENT. NO LIABILITY FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY NATURE IS ASSUMED BY OR SHALL BE IMPOSED UPON GAMET MANUFACTURING BASED UPON ITS UNDERTAKINGS HEREIN.

GAMET MANUFACTURING neither assumes nor authorizes any person to assume for it any other obligation in connection with the sale of such equipment. This Warranty shall not apply to any equipment which has been repaired or altered by the CLIENT without GAMET'S prior approval or which has been subjected to misuse, negligence or accident, or to any equipment made by GAMET which has been operated in a manner contrary to the GAMET's printed instructions. Under no circumstances shall GAMET be liable for any loss, damage, cost of repair, or consequential damages of any kind in connection with the sale, use or repair of any equipment purchased from GAMET by any third party.

In the event that any such equipment contains items purchased from other manufacturers by GAMET, the warranty on such items is limited to the terms of the warranty furnished by the sellers thereof to GAMET.

GAMET GENERAL CONDITIONS

1. RESPONSIBILITY – GAMET shall not be held responsible for any loss, damage or delay caused by fires, strikes, civil or military authority, or by insurrection or riot or any other cause which is unavoidable, or beyond the control of GAMET or in any event for consequential damages. Authorization by CLIENT to ship the apparatus and equipment shall constitute a waiver of all claims for loss or damage due to delay.

GAMET'S responsibility is limited to that specifically stated herein. CLIENT will assume full responsibility for any loss or damage resulting from CLIENT'S operation of the equipment. GAMET assumes no responsibility for any auxiliary apparatus or work in connection therewith which is for use in connection with the equipment furnished hereunder.

2. MATERIAL & WORKMANSHIP – Unless otherwise stated herein, GAMET will repair or replace, at its option, without charge F.O.B. point of shipment, any parts of its own manufacture proven under GAMET'S examination to be defective in material or workmanship when furnished, provided claim is made within twelve (12) months after date of shipment. Deterioration or wear occasioned by chemical or abrasive actions or excessive heat shall not constitute defects and the warranty articulated herein shall not cover such condition. At the request and at the sole cost to the CLIENT, GAMET will supply labor to replace any such defective parts. Equipment and accessories not of GAMET'S manufacture are warranted only to the extent that they are warranted by the manufacturer. THERE ARE NO OTHER WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY AND OF FITNESS. No liability for any special, indirect or consequential damages of any nature is assumed by or shall be imposed upon GAMET.

3. INDEMNITY – GAMET agrees that it will, at its own expense, defend and indemnify any suit brought against CLIENT based on a claim that the equipment furnished by GAMET under this agreement or any part thereof constitutes an infringement of any patent of the United States and will pay all damages and costs awarded therein against CLIENT, if notified promptly in writing of such suit and given authority, information and assistance (at the expense of GAMET) for the defense of same; provided, however that GAMET shall not be held liable for any claim of infringement based on the use of said apparatus or any part thereof in the production of a patented product or in connection with a patented process over which GAMET has no control, and further provided that the liability of GAMET under this agreement in no event exceed the amount paid GAMET by CLIENT hereunder.

In case said apparatus or any part thereof is in such suit held to constitute infringement and its use is enjoined, GAMET shall, at its own expense, either: procure for the CLIENT the right to continue using said apparatus; or replace same with non-infringing apparatus; or modify it so it becomes non-infringing; or remove said apparatus and refund the purchase price herein.

GAMET is not to be held liable for any loss, damage, or costs, resulting from the installation of any material or equipment not furnished by GAMET hereunder, and nothing contained herein shall require GAMET to hold CLIENT harmless from any such loss, damages or costs resulting from the installation of any such material or apparatus.

4. INSURANCE – CLIENT shall, while any portion of the purchase price of the GAMET equipment or installation services remains unpaid, maintain sufficient fire insurance, including extended coverage endorsements, on equipment shipped to CLIENT by GAMET hereunder, and to fully reimburse GAMET for products already shipped to CLIENT in case of loss or damage by fire.

5. TITLE AND RISK OF LOSS – Title shall pass to the CLIENT upon delivery of the equipment to the carrier at point of shipment and the CLIENT shall assume all risk and loss or damage thereafter.

6. ACCESS – Authorized representatives of GAMET, with prior consent of the CLIENT shall have access at all reasonable times to the installation for observing and adjusting the operation thereof.

7. TIME OF SHIPMENT – Statements as to expected dates of shipment represent GAMET'S best judgement, but shipment on those dates is not guaranteed. The time of shipment shall be figured from date of receipt by GAMET of all information necessary to enable GAMET to proceed with its work.

8. DELAYED SHIPMENT – If the CLIENT cannot receive materials when ready for shipment, then CLIENT will immediately notify GAMET as to when GAMET shall make delivery. CLIENT will be invoiced for equipment, pay all storage charges on the equipment, will pay all charges for transporting the material from the point of storage to the erection site, and will also pay for any repairs due to damage to material while in storage and/or transportation from storage. The GAMET warranty shall not apply to any damage related to storage and/or transportation from storage by the CLIENT.

9. EXECUTION – This proposal is subject to revision any time after thirty (30) days from date hereof, provided it has not been accepted in writing by CLIENT. This proposal shall become a binding contract upon the parties hereto and their successors and assigns only when accepted by CLIENT and executed by an officer of GAMET at its home office, Brooklyn Park, MN, or by GAMET'S written acceptance of CLIENT'S purchase order covering the equipment herein specified (the formation and performance of this contract shall be construed under the laws of Minnesota).

10. CANCELLATION – Orders cannot be cancelled by CLIENT under any circumstances without GAMET'S consent and upon terms which will protect GAMET against all losses associated with CLIENT cancelling or refusing to accept an order.

11. MISCELLANEOUS

- (a) Ownership of Plans and Specifications. All plans, specifications and like material attached hereto or furnished herewith are now, and shall remain, the exclusive property of GAMET. The CLIENT hereby receives such material with the understanding that CLIENT will keep confidential the features of any designs, drawings, engineering data or other technical or proprietary information. No part of said plans, specifications, blueprints or other like material shall be used or reproduced without the express written consent of GAMET and signed by one of its officers.
- (b) Assignment. This Agreement and all of the provisions hereof will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.
- (c) Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the transactions contemplated hereby and supersedes all prior agreements and understandings, if any, with respect to the subject matter hereof unless rescinded. GAMET shall not be bound by any conflicting terms in any CLIENT contract or terms of service unless GAMET consents to such conflicting term in writing. In addition, GAMET shall not be bound to any third-party other than CLIENT through the sale of the any equipment or parts to CLIENT.
- (d) Choice of Law. The laws of the state of Minnesota shall govern the validity of this Agreement, without regard to its principals of conflicts of law. Any legal action that takes place pursuant to the terms of this Agreement, shall take place in the State of Minnesota.
- (e) Dispute Resolution.

(i) Notice of Dispute. GAMET and CLIENT shall attempt in good faith to promptly resolve any dispute arising out of or relating to this Agreement or any agreement or document in connection herewith, or the breach, termination or validity thereof promptly by negotiation. Either party may give the other written notice that a dispute exists (a "Notice of Dispute"). The Notice of Dispute shall include a statement of such party's position. Within ten (10) days of the delivery of the Notice of Dispute, the parties shall meet at a mutually acceptable time and place, and thereafter as long as they reasonably deem necessary, to attempt to resolve the dispute. All documents and other information or data on which each party relies concerning the dispute shall be furnished or made available on reasonable terms to the other party at or before the first meeting of the parties as provided in this Section.

(ii) Mediation. If the dispute has not been resolved by negotiation within thirty (30) days of the delivery of a Notice of Dispute, or if the parties have failed to meet within ten (10) days of the Notice of Dispute, the parties shall endeavor to settle the dispute by mediation with a mutually agreeable mediator. If the parties cannot mutually agree on a mediator, each party shall select a mediator, and those mediators shall select a mediator and such selection shall be binding on the parties.

(iii) Continuing Dispute. If the parties are unable to resolve their controversy or claim (the parties may attempt to resolve the controversy or claim as they deem appropriate, including binding arbitration (if both agree) or seeking relief in any court of competent jurisdiction.