



Notes:
Shipment 8-10 weeks ARO
100% payment upon shipment, Net 30
Proposal valid for 30 days
Installation by Others

[illegible]

SCHEDULE- Performance schedule is subject to the current service/production schedule, material availability, and purchase order requirements. As part of any binding Agreement that results from this Proposal, Seller and Buyer shall mutually agree upon a performance schedule. Typical lead-time for these types of services is 45-60 days from receipt of PO.

CANCELLATION- If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller the greater of (i) the value of the work performed prior to cancellation or suspension plus any other direct costs incurred by Seller as a result of such cancellation or suspension, and (ii) 20% of the total order value, excluding freight and sales taxes.

INDEMNIFICATION- Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence.

LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT, PARTS, OR SERVICES CONDUCTED SHALL NOT EXCEED THE PURCHASE PRICE PAID UNDER THIS AGREEMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

THE FOREGOING LIMITATIONS AND EXCLUSIONS SHALL NOT APPLY TO ANY CLAIMS FOR WHICH SELLER IS RESPONSIBLE PURSUANT TO SECTION INDEMNIFICATION ABOVE.

Signed by: _____ Name/Title: _____ Customer PO#: _____ Date: _____