

C.B.P. ENGINEERING CORP.
Part of The Greenbank Group Inc.
TERMS & CONDITIONS OF SALE

1. C.B.P. Engineering Corp. ("CBP") offers to furnish and sell the equipment and/or materials ("Product") described in this proposal, based upon information you as buyer hereunder ("Buyer") has furnished to CBP, including Buyer's requirements. If this proposal has not been accepted by Buyer within thirty (30) days from the date of this proposal, it may be withdrawn and/or modified by CBP at CBP's discretion.
2. This proposal constitutes an offer, which can be accepted only in accordance with its exact terms. The conditions stated herein shall take precedence over any other conditions. No contrary, additional, or different provisions or conditions shall not be binding on CBP unless accepted by an officer of CBP in writing. If additional or different terms are proposed in the acceptance, such acceptance shall be deemed a rejection of the within offer and a counteroffer. No binding agreements shall come into existence without the written consent of an officer of CBP to such counteroffer.
3. The dates of shipment and delivery of Product purchased by Buyer are good faith estimates only, and are subject to any delays or failure caused by government regulations, shortages, manufacturing conditions, weather, accidents labor disputes, acts of God, war, riots, railroad and other transportation delays, embargoes, car shortages and other caused beyond CBP's control, including, but not limited to, an inability to secure raw materials or where the delay or failure is caused by Buyer.
4. The prices for Product are payable in U.S. Dollars (unless quoted otherwise), plus all applicable federal, state, municipal, and local sales, use, occupational and similar taxes. All prices are F.O.B. CBP's plant (unless quoted otherwise). Payment terms are net 30 days from the date of CBP's invoice therefor. CBP reserves the right to increase the prices to adjust its fixed cost(s) if the quantity ordered is smaller than the quantity proposed or if additional costs arise due to an increase in transportation charges between the dates of this proposal and actual shipment of Product. If any payment is not paid by Buyer when due hereunder, Buyer shall pay CBP such payment plus interest at the rate of 1.5% per month or the maximum interest permitted by applicable law, whichever is less, until CBP receives payment in full in good funds.
5. Changes - Orders arising hereunder may be changed or amended only by written agreement signed by both Buyer and Seller, setting forth the particular changes to be made and the effect, if any, of such changes on the price and time of delivery. Buyer may not cancel this order unless such cancellation is expressly agreed to in writing by Seller. In such event, Seller will advise Buyer of the total charge for such cancellation, and Buyer agrees to pay such charges, including, but not limited to, storage and shipment costs, costs of producing non-standard materials, costs of purchasing non-returnable materials, cancellation costs imposed on Seller by its suppliers, and any other cost resulting from cancellation of this order by Buyer which is permitted by Seller. Certification of such costs by Seller's independent public accountants shall be conclusive on the parties hereto.
6. If there are several deliveries of any Product ordered in conjunction with this proposal, settlement for each such delivery shall be made in accordance with the terms of payment hereof.
7. CBP warrants that Product is free from defects in material and workmanship for a period of one year beginning on the date of delivery to Buyer so long as such Product is installed, operated and maintained in accordance with this proposal and normal industry standards. This warranty specifically excludes any labor for installation, rotation and replacement. Buyer's sole remedy, and CBP's exclusive obligation, for any Product that does not meet CBP's warranty shall be to rework, replace, or at CBP's option, issue credit for defective Product sold, return freight prepaid to CBP's plant. CBP does not warrant any Product which may have been modified, altered, or damaged by accident, negligence or misuse. **THE FOREGOING WARRANTY AND REMEDY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR REMEDIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND ANY WARRANTIES FOR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, IN NO EVENT SHALL CBP BE LIABLE, WHETHER AS A RESULT OF BREACH OF CONTRACT, OF WARRANTY, OR TORT, FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE TOTAL LIABILITY OF CBP AND ITS OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS AND REPRESENTATIVES SHALL IN NO EVENT EXCEED THE AGGREGATE PAYMENTS RECEIVED BY CBP FROM BUYER UNDER OR IN CONNECTION WITH THIS PROPOSAL.**
8. All orders subject to a minimum charge of \$150. Prepaid and Add freight charges will include a 10% service charge for logistic services. Pallet charges are extra and will not appear on proposal as a separate line item unless requested.
9. All risk of loss is on Buyer once Product is delivered to the carrier. No Product shall be returned without prior written consent of CBP. All claims for in-transit damages shall be made by Buyer with the carrier. All shortages and other claims are waived unless such claim is made to CBP in writing within fifteen days after delivery of Product to Buyer. Except as expressly set forth in this proposal, no claims shall be allowed on any Product after installation.
10. CBP warrants that Product does not and will not infringe any valid patent or trademark. CBP agrees to indemnify and hold harmless Buyer against any and all actions and suits which may be brought against Buyer charging such infringement, to pay all reasonable attorneys' fees, costs and expenses incurred by Buyer in its defense, and to satisfy all judgments or claims arising therefrom.
11. Any amendment or waiver of any provision of this proposal shall be in writing and signed by both CBP and Buyer. This proposal shall not be assigned, in whole or in part, without the written consent of CBP and Buyer, and shall be binding upon the successors and assigns of the parties hereto.
12. This proposal shall be interpreted in accordance with and governed by the laws of the Commonwealth of Pennsylvania.