

TERMS AND CONDITIONS OF SALE

Unless you have another valid agreement with SITECH Mid-South, LLC ("SITECH"), the following terms and conditions of sale establish the basis on which the purchase and sale of products from SITECH is made by and between you ("Buyer") and SITECH. Every Product order placed with SITECH is conditioned on and confirms Buyer's acceptance of these terms and conditions of sale, and SITECH agrees to furnish the Products described in Buyer's purchase orders only upon these terms and conditions. Any terms and conditions to the contrary appearing on quotes or purchase orders, or within Buyer's terms and conditions of purchase or any other documentation shall be of no effect. No waiver, modification, or addition to these terms and conditions, or any assignment of Buyer's rights or obligations hereunder shall be valid or binding on SITECH unless in writing and signed by an authorized SITECH representative.

1. SCOPE. This is a sale document which creates a purchase money security interest in the Equipment and shall constitute a security agreement for all purposes under the Uniform Commercial Code. Prices quoted are for acceptance within thirty (30) days from date of quotation unless otherwise stated. The terms and conditions of sale set forth below apply to all quotations made and purchase orders accepted by SITECH.

2. ACCEPTANCE. All orders are subject to final acceptance by SITECH and may not be altered in its behalf except in writing by an authorized employee. SITECH's acceptance of orders is contingent upon approval of the Buyer's credit. Products will be deemed accepted without any claim by Buyer unless written notice of non-acceptance is received by SITECH within thirty (30) days of delivery as defined herein. Such written notice shall not be considered received by SITECH unless it is accompanied by all freight bills for such shipment, with agent's notations as to damages, shortages and conditions of Products. Non-accepted Products are subject to the return policy stated below. If the Buyer rejects conforming Products under an accepted order, SITECH shall be entitled to claim reasonable compensation for restocking and other expenses it has actually incurred. The risk of accidental loss or destruction of sold Products shall pass to the Buyer at the time Buyer rejects conforming Products.

3. DELIVERY. SITECH's delivery dates are approximate. SITECH will maintain delivery schedules as closely as possible, but all advance shipping dates are best estimates only. SITECH shall not be liable for delays in delivery or other defaults in performance of this order arising out of causes beyond SITECH's control. SITECH assumes no liability for loss or consequential damages due to delivery delays. Unless otherwise agreed to in writing by SITECH, delivery of the Products hereunder shall be made F.O.B. at the point of shipment with delivery to the initial carrier to constitute delivery to the Buyer. Title to the Products passes to the Buyer and products are at risks of Buyer from and after delivery to the initial carrier. Transportation expenses shall be paid by the Buyer and risk of loss, shortage, delay or damage to products in transit shall fall upon Buyer, whose responsibility it shall be to file claims with the carrier.

4. PRICING. Unless otherwise expressly indicated in writing by SITECH, prices for all products are as noted on SITECH's price list as in effect on date of delivery. SITECH has the continuing right to review the Buyer's credit and change Buyer's payment terms, and, without limiting the foregoing, may at any time demand advanced payment, satisfactory security (such as, but not limited to, a confirmed, irrevocable letter of credit acceptable to SITECH), or a guarantee of prompt payment, prior to shipment. Prices for future orders are subject to change without notice. SITECH reserves the right to correct clerical errors.

5. TERMS OF PAYMENT. Unless otherwise stated by SITECH in writing, payment terms shall be net thirty (30) days from date of SITECH's invoice. All payments must be in U.S. currency. No discount will be granted for advance payment. SITECH shall be entitled to set-off, offset and deduction for prior debt balances in Buyer's account. Buyer shall not withhold or set off from any amounts due to SITECH, any amounts claimed to be owed by SITECH to the Buyer for any reason whatsoever. If total payment is not made on or before the specified due date, the Buyer agrees to pay service charges on all overdue sums owing to SITECH at the rate of one percent (1%) per month until the date on which payment is made in full.

6. TAXES. Prices do not include foreign or domestic sales, use, excise or similar taxes. Consequently, in addition to prices specified herein, the amount of any present or future sales, use, excise or other general or specific tax, import or export tariffs, duties or penalties or other governmental charges fixed or imposed by any lawful authority(s) upon or applicable to the production, sale, shipment, delivery or use of the Products sold hereunder shall be added to the price and be paid by the Buyer, or in lieu thereof, Buyer shall provide SITECH with a tax exemption certificate acceptable to the taxing authorities. If such tax is paid by SITECH, Buyer shall reimburse SITECH upon presentation of invoice.

7. CANCELLATION. Cancellation of all or part of an order through no fault of SITECH, shall not be binding on SITECH unless notice of cancellation is received at least 30 days before the scheduled delivery date. If cancellation is agreed to by SITECH, the Buyer may be subject to a charge for any special work performed. Cancellation due to SITECH's failure to deliver, as promised, can be made only if SITECH cannot deliver the Products within thirty (30) days from written notice from the Buyer of his intent to cancel.

8. RETURNS. No Product may be returned without SITECH's prior written consent, which consent may be withheld by SITECH in its sole discretion. No returns will be accepted after 30 days from the date of acceptance. Returns must be shipped prepaid by the Buyer in the original boxes and packaging materials, unless otherwise approved by an authorized SITECH employee. SITECH is not responsible for damage in shipment. Buyer must enclose a packing slip or note containing his name, address, phone number and description of the problem with any returns. Warranty repairs will be returned to Buyer via prepaid surface

transportation, unless Buyer specifically authorizes return by air shipment and agrees to pay the cost. All returns are subject to a minimum 15% restocking charge.

9. TITLE AND SECURITY AGREEMENT. Title to the Products shall pass to the Buyer upon delivery. Buyer and SITECH agree that this document shall constitute a security agreement. Buyer hereby grants SITECH a security interest in the Products purchased under this agreement and described in detail on the first page of this agreement. SITECH retains a purchase money security interest in the Products, including all additions, accessions, and accessories to and replacements thereof, to secure performance of all Buyer's obligations arising under this agreement. SITECH is authorized to file a financing statement or any additional documents necessary to perfect its purchase money security interest in said Products.

10. WARRANTY AND DISCLAIMER. SITECH does not provide any express or implied warranties for the Products. SITECH passes along the manufacturer's warranty policy as specified in the sales literature and/or in the instruction manual in effect at time the order is placed. SITECH's liability is limited to servicing or adjusting any returned Products and replacement of any defective parts during the manufacturer's warranty period. This foregoing states the entire liability of SITECH to the Buyer in connection with the Products. SITECH shall not be held responsible for incidental or consequential damages of any kind. **THE FOREGOING STATES SITECH'S ENTIRE LIABILITY, AND BUYERS EXCLUSIVE REMEDIES, RELATING TO THE PERFORMANCE OF THE PRODUCTS, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THE PRODUCT, ACCOMPANYING DOCUMENTATION AND MATERIALS ARE PROVIDED "AS-IS" AND WITHOUT EXPRESS OR IMPLIED WARRANTY OF ANY KIND BY SITECH, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT.**

11. LIMITATION OF LIABILITY. SITECH shall not be responsible, obligated, or liable for any injury or damage resulting from an application or use of the Products, either singly or in combination with other products. **SITECH SHALL NOT BE LIABLE FOR DAMAGES, INCLUDING BUT NOT LIMITED TO INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE PRODUCTS OR ARISING OUT OF ACCEPTANCE OF THIS ORDER.**

12. FINANCIAL RESPONSIBILITY. If in the sole judgment of SITECH the financial resources of Buyer become impaired or unsatisfactory at any time during the term of the agreement between the parties, then SITECH may require of Buyer a deposit or suitable security or margin for performance by Buyer in such amount or amounts from time to time as SITECH shall specify. In the event Buyer shall be or becomes insolvent, or admits in writing Buyer's inability to pay Buyer's debts as they mature, or if Buyer shall make an assignment with creditors or if there are instituted by or against Buyer proceedings in bankruptcy or under any insolvency laws or for reorganization, receivership or dissolution, SITECH may terminate the agreement between the parties at any time and without notice.

13. REASONABLE ATTORNEY FEES. In the event suit or other proceedings shall be brought against the Buyer for recovery of the purchase price or any unpaid balance or the breach by Buyer of any term of the agreement between SITECH and Buyer, Buyer shall pay to SITECH in addition to the any damages provided by law, reasonable attorneys' fees and costs of collection.

14. SPECIFICATIONS. SITECH reserves the right to change specifications or to discontinue models at any time. There is no obligation to retain previous specifications or to incorporate modification on instruments sold previously. Should Buyer make any changes in specifications involving additional engineering, postponement or cancellation of any order, Buyer agrees to pay SITECH a reasonable charge therefore.

15. USE OF DATA. Buyer shall treat as confidential all drawings and data submitted by SITECH pertaining to price, size, and design. Buyer shall not give or show such drawings or data to others under any circumstances, unless specifically approved by an authorized SITECH employee. All such drawings and data shall remain SITECH's property.

16. GENERAL. The agreement between the Buyer and SITECH and matter connected with the performance thereof shall be construed in accordance with and governed by the law of the State of SITECH's accepting office, as if it were executed and performed entirely within the State of SITECH's accepting office and shall be construed to be between merchants. Any assignment of the agreement between Buyer and SITECH or any rights or obligations of the agreement by Buyer without written consent of SITECH shall be void. Except as expressly provided to the contrary in writing, the provisions of the agreement between Buyer and SITECH are for the benefit of the parties hereto and not for any other person. No waiver by SITECH of any breach of any provision of the agreement between Buyer and SITECH will constitute a waiver of any other breach. The terms and conditions set forth above contain all the representations, stipulations, warranties, agreements and understandings with respect to the subject matter of the agreement between the Buyer and SITECH, and its execution has not been induced by any representation, stipulation, warranty, agreement or understanding (including any course of prior dealings between the parties hereto) of any kind other than those set forth above.

17. NOTICE. Any notice sent to SITECH in compliance with these terms and conditions must be sent to SITECH Mid-South, LLC, 4415 Poplar Level Road, Louisville, Kentucky 40213. SITECH may provide notice to the Lessee at the address listed below.