



ASPEN MANUFACTURING TERMS AND CONDITIONS

APPLICABILITY: These terms and conditions ("Terms") apply to all sales of products by Aspen Manufacturing ("Aspen") and the performance of any services by Aspen to the buyer designated in the attached quotation or order confirmation. No other terms apply, and all other terms included in any documents provided by buyer (or otherwise alleged by buyer to apply) are expressly rejected. If these Terms are included in an order confirmation, then such confirmation is not an acceptance of buyer's terms but is a counteroffer expressly conditioned on acceptance of these Terms without additional or conflicting terms. Any modification or waiver of any of these Terms must be in writing signed by the parties.

PAYMENT TERMS: Payment terms are 1% 10 days, net 30 days from invoice date. A daily finance charge of 1-1/2% or the maximum allowed by law will be assessed on all past due amounts. All orders are subject to a minimum \$50 billing. All orders payable in US funds.

FREIGHT TERMS: All shipments of merchandise are F.O.B. Humble TX. Aspen orders for \$20,000 or more of merchandise will be shipped freight prepaid to any one destination in the continental U.S. or Canada. Aspen orders for less than \$20,000 of merchandise, and all AspenPro orders, will be shipped freight prepaid and added to invoice. "Will Call" orders for Aspen and AspenPro will not be assessed freight charges, regardless of size.

FREIGHT CHARGES: All accessorial charges assessed by the freight company, including drop charges, detention charges, lift gate charges, etc., will be passed on to the buyer.

DROP SHIPMENTS: There is a three-drop limit per truckload, with a 4-pallet minimum per drop.

POOLING ORDERS: For the purposes of determining freight charges, each purchase order will be evaluated individually. Pooling of orders, whether from the same customer or different customers, in order to qualify for prepaid freight will not be allowed. Aspen will group orders together whenever possible in order to minimize freight charges. Doing so will not incur future obligation.

METHOD OF SHIPMENT: The method of shipment is at the discretion of Aspen. If special routing is requested, Aspen will charge for the difference between such routing and normal minimum freight charge to such point.

BUYER DELAYED DELIVERIES: Product shipment cannot be delayed beyond a requested or agreed to delivery date once production has begun. If buyer cannot or will not accept delivery as scheduled, Aspen will charge a storage fee of \$250.00 per day for each truckload or partial truckload that remains in Aspen's shipping facility. Buyer agrees to promptly direct such merchandise to be shipped to a secondary location, if possible, in order to minimize such charges.

BACKORDERS: Backorders will be shipped according to the freight terms of the original order.

WARRANTY: Aspen warrants all merchandise is accordance with its standard product warranties, copies of which are available on request. Aspen's warranty varies according to product. Buyer should consult the warranty documents relevant to the products he is purchasing. **ALL OTHER WARRANTIES ARE EXPRESSLY DISCLAIMED.**

ORDER AND LINE-ITEM MINIMUMS: The minimum order quantity is fifty units. The minimum line-item quantity is one pallet.

RECEIPT OF SHIPMENT: Risk of loss of merchandise sold by Aspen transfers to buyer when Aspen tenders such merchandise to the carrier for delivery to buyer or its designee. Aspen's Bill of Lading is acknowledgment by the freight carrier that they have accepted the shipment in good condition. Responsibility for shipment is the carrier's. Damaged merchandise must be reported to the carrier directly by the buyer. The buyer should insist that such damages are itemized on the freight bill. Deductions for damage will not be allowed, Aspen's responsibility ends with consignment of product to the carrier. If there are shortages, they should be noted on the freight bill and the carrier should be notified immediately. Aspen must receive notification of shortages within 24 hours of receipt of shipment.

RETURN POLICY: No merchandise will be accepted for return; all sales are final. If an exception is made by Aspen to allow return of goods, credits for new material accepted for return will be at the original sales price or current market price, whichever is lower, less handling and restocking charges of 25%. Buyer must prepay all return transportation charges. No goods will be accepted for return more than six months after shipment unless expressly allowed by Aspen. Obsolete products or products made to special order are not returnable.

ORDER ACCEPTANCE: All orders must be in writing and are subject to acceptance by Aspen. A purchase order number must appear on all orders. No agent, salesman, or other representative, has any authority to waive, alter, or enlarge these standard terms, unless authorized in writing by an officer of Aspen.

CHANGE ORDERS: Change orders are only allowed at Aspen's discretion, change orders cannot be accepted after two-weeks from Purchase Order acceptance or order enters production whichever occurs earlier.

ORDER CANCELLATION: Orders are non-cancellable after two-weeks of Purchase Order acceptance by Aspen. All orders are considered in-production two-weeks following Purchase Order acceptance. No cancellations or modifications to orders will be accepted after production starts.

CREDIT APPROVAL: If, during the performance hereof, the financial responsibility of buyer is determined at the sole discretion of Aspen's Credit Department to be unacceptable or if buyer fails to make any payments in accordance with the terms hereof, Aspen may defer or decline to make any shipments hereunder except upon receipt of Cash payments in advance, or Aspen may terminate this order without further obligation of Aspen to buyer.

TAXES: Any direct or excise tax which may now or hereafter be imposed by federal or state government or any subdivision thereof or other governmental authority upon the manufacture, sale, or delivery of the goods covered by this order may be added by Aspen to the purchase price of such goods, and if so added, shall be paid by the buyer.

CREDITS: Accounting credits expire one year from date of issuance. Credits can only be applied toward the purchase of Aspen equipment (not parts). Cash reimbursement for credits in lieu of equipment purchases is not allowed.

DELIVERY DATES: Any delivery dates, which may be indicated, are estimates only and are not guaranteed. Buyer's requested delivery date is an approximation and subject to Aspen's acceptance. Aspen has the right to change, modify, extend, etc. any and all delivery dates.

PROPERTY DAMAGE: In case of product failure resulting in property damage, Aspen warranty department should be contacted immediately. No corrective action should be taken without prior written authorization from Aspen.

PRODUCT CHANGES: Aspen reserves the right to change specifications, design and material in the interest of product improvement, without incurring obligation to the buyer.

FORCE MAJEURE: Aspen is not liable for delays or defaults in performance when due to acts of God, including fire, floods, wind, storm, labor disorders, strikes, work stoppages or other labor trouble, accidents, riots, civil commotion, terrorist acts or threats, closing of the public highways, Government acts or policies and other contingencies beyond the reasonable control of Aspen.

GOVERNING LAW: These Terms and all sales of products by Aspen and the performance of any services by Aspen to the buyer, and any disputes arising in connection therewith, are governed by the laws of the state of Texas, excluding its conflicts of laws provisions, and the parties submit to exclusive jurisdiction in the federal or state courts located in Harris County, Texas, for resolution of all such disputes, and agree that venue is proper and convenient in such forum. These Terms shall not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is expressly excluded.

LIMITATIONS: IN NO EVENT SHALL ASPEN BE LIABLE TO BUYER OR ITS AFFILIATES OR CUSTOMERS FOR INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, SUCH AS LOST PROFITS AND LOST BUSINESS OPPORTUNITIES, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND EVEN IF NOTICE WAS GIVEN OF THE POSSIBILITY OF SUCH DAMAGES.