

## TERMS AND CONDITIONS OF SALE

1. Along with the reverse side hereof, these Terms and Conditions of Sale set forth the entire agreement between Seller and Customer respecting the goods sold hereunder and supersede all communications, representations, or agreements, whether oral or written, between the parties hereto with respect to the subject matter hereof, and no agreement or understanding varying or extending the terms and conditions hereof will be binding unless in writing and signed by an authorized representative of Seller. Acceptance of the offer memorialized herein is limited to the express terms hereof and is conditioned on Customer's agreement to all of the terms and conditions set forth herein. These Terms and Conditions of Sale contain the sole terms and conditions that will govern the transaction between Seller and Customer. Seller objects to any terms or conditions which differ from, or are additional to, those stated herein. No terms or conditions stated by the Customer shall be binding upon Seller if in conflict, inconsistent with or in addition to the terms and conditions contained herein, unless expressly accepted in writing signed by an authorized representative of Seller. These Terms and Conditions of Sale may not be countermanded by Customer and may not be amended in any way whatsoever by Customer without the prior written consent of Seller's home office.

2. Unless otherwise stated on the reverse side hereof, the delivery dates specified are estimates only and shall not be binding on Seller unless approved in writing by its sales manager or a corporate officer. Seller shall not be liable for any damage or loss to Customer resulting from delays caused by inability of Seller to procure materials or merchandise, from delays caused by strikes, fires, acts of God, governmental action or regulation, or from other causes beyond the control of Seller. Seller shall have the additional right, in the event of the happening of any of the aforementioned contingencies, at its option, to cancel this contract or any part hereof without any resulting liability to Customer.

3. Seller shall not be responsible for and Customer agrees to assume all risk of loss for any goods sold hereunder left with Seller and caused by fire, theft, acts of God, or other casualty not caused by Seller's negligence. The risk of loss to all articles sold f.o.b. Seller's address specified on the reverse side hereof shall pass to Customer at the time of delivery to the carrier. The risk of loss to articles sold f.o.b. destination shall pass to Customer when they reach such destination, notwithstanding Customer's failure to take or accept delivery from the carrier. Seller and Customer agree to cooperate fully with each other in making and collecting any claim for damage in transit.

4. Seller reserves the right to make delivery installments. In such event, all installments shall be separately invoiced, and payment shall be due on delivery, without regard to past or future deliveries. The late delivery of any installment shall not relieve Customer from its obligation to accept future deliveries. If Customer does not fulfill its obligations hereunder, or if its credit or financial responsibility becomes impaired, as Seller determines, Seller may (a) refuse to make further deliveries until Customer fulfills its obligations or corrects such impairment or (b) terminate this contract without liability to Customer.

5. Unless otherwise stated on the reverse side hereof, payment shall be due on delivery. Customer agrees to pay interest on any unpaid amount due from Customer to Seller at the rate of Sixteen Percent (16%) per annum (but in no event more than the highest lawful rate), plus all reasonable costs of collection, including Sixteen Percent (16%) of any unpaid amount as attorney's fees. As security for the payment by Customer of the obligations represented by this application and any other obligations of Customer to Seller, Customer hereby grants Seller a purchase-money security interest in the property ordered hereunder and a security interest in the following: (i) Customer's right to receive payment from its customer for the property ordered hereunder, and Customer hereby assigns to Seller all of Customer's rights under the purchase order from its customer; (ii) in any vehicle or otherwise, owned by Customer, to which any property ordered hereunder is attached, comingled, or made a part thereof. Customer hereby authorizes Seller to take all necessary steps to perfect the security interests granted hereunder, including, without limitation, the filing of a Uniform Commercial Code financing statement.

6. Unless otherwise stated on the reverse side hereof, all prices are f.o.b. cars or trucks at Seller's address on the reverse side hereof. If f.o.b. any other point, prices are based on the freight rates in existence on the date hereof, and any changes in freight rates in effect on shipment date shall result in a corresponding change in price. Customer shall pay switching and transportation charges in addition to actual freight.

7. Customer shall pay any and all present or future sales, use, and similar taxes on all articles furnished pursuant to this agreement in addition to the price herein specified.

8. SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES AS TO MERCHANTABILITY OR AS TO FITNESS OF THE GOODS FOR ANY PARTICULAR USE OR PURPOSE, EXCEPT AS FOLLOWS:

(a) All used articles are sold "AS IS."

(b) Subject to subsection (e) hereof, all articles manufactured by Seller pursuant to Customer specifications will be in accordance with such specifications.

(c) Subject to subsection (e) hereof, all cases other than (a) and (b), Seller warrants that all articles furnished by Seller pursuant to this agreement will be constructed free from defects in materials and workmanship in normal use and service for a period of thirty (30) days from the date of original shipment.

(d) Seller's liability under (a), (b), or (c) for any reason shall extend only to the original Customer and shall be limited, as Seller may elect, either to furnishing Customer replacement of defective parts on a no-charge basis, f.o.b. Seller's office specified on the reverse side hereof, or to reimbursing Customer by paying a sum not exceeding the price charged by Seller for such part; PROVIDED, however, that any claim under this Section 9 shall not be obligatory on Seller unless the alleged defective part is first returned to Seller prepaid and claim is made in writing within thirty (30) days from date of original shipment by Seller.

(e) Seller makes no warranties whatsoever regarding any item, part, accessory or other goods manufactured or supplied by others and delivered by Seller in accordance with this agreement. If the same are covered by a manufacturer's or supplier's warranty and such warranty may be extended to Customer, Seller shall make such warranty available to Customer upon request.

(f) Subject to subsection (b) hereof, all weights, dimensions, capacities, and other measures stated in connection with the articles furnished by Seller are only estimates; Seller makes no warranty whatsoever with respect thereto, and reserves the right to change the same at any time without notice to Customer.

9. IN NO EVENT SHALL SELLER BE HELD LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR ANY DAMAGES (INCIDENTAL, CONSEQUENTIAL, OR OTHERWISE) FOR BREACH OF WARRANTY, FAILURE OR DELAY IN MAKING DELIVERY, OR FOR ANY OTHER CAUSE EXCEPT AS SPECIFICALLY SET FORTH ABOVE.

10. This agreement shall be governed by and constructed in accordance with the laws of the State of Nebraska. CUSTOMER HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT SITUATED IN THE STATE OF NEBRASKA, AND WAIVES ANY OBJECTION BASED ON FORUM NON CONVENIENS, WITH REGARD TO ANY ACTIONS, CLAIMS, DISPUTES OR PROCEEDINGS RELATING TO THIS AGREEMENT OR ANY TRANSACTIONS ARISING HEREFROM.

11. Seller certifies that the articles manufactured by it were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, and of the Regulations and Orders of the Administrator of the Wage and Hour Division issued under Section 14 thereof.

12. The Customer hereby agrees to pay to Seller reasonable rental for each article taken in trade for each day such article remains undelivered to Seller after delivery of the replacement unit or units purchased hereunder.

13. Returns of merchandise must be authorized and accompanied by a copy of Seller's invoice. All returns, unless defective, are subject to Ten Percent (10%) handling charges and all transportation costs.

14. The warranties provided in paragraph 8 of this Agreement and the obligations and liabilities of Seller thereunder are the only warranties made by Seller and the Seller makes no other warranties, by course of dealing, usage of trade or otherwise, expressed or implied, which extend beyond the description and the warranties herein. It is agreed that said warranties are in lieu of and Customer hereby waives all other warranties, guaranties, conditions or liabilities, expressed or implied, arising by law or otherwise with respect to consequential damages and whether or not occasioned by Seller's negligence and shall not be extended, altered or varied.

15. In the event that any paragraph or provision within a paragraph should be held ineffective, the parties agree that the remaining provision in such paragraph and the remaining paragraphs of this agreement shall remain in full force and effect.

16. A credit agreement must be in writing to be enforceable under Nebraska law. To protect you and us from any misunderstandings or disappointments, any contract, promise, undertaking, or offer to forebear repayment of money or to make any other financial accommodation in connection with a loan of money or grant or extension of credit (if any is made respecting the goods sold hereunder), or any amendment of, cancellation of, waiver of, or substitution for any or all of the terms or provisions of any instrument or document executed in connection with a loan of money or grant or extension of credit, must be in writing to be effective.