

CUSTOMER QUOTATION TERMS and CONDITIONS

1. CONTRACT - Any acceptance by MTI of the Buyer's order is expressly made, conditional on the Buyer's assent to any additional or different terms contained herein. All orders are received subject to acceptance and may be accepted only at MTI's headquarters at Boonville, IN.

2. QUOTATIONS AND PUBLISHED PRICES - Until acceptance, all written quotations are subject to change and are void after 30 days. Prices shown on the published price lists and other published literature issued by MTI are not offers to sell, and are subject to change without notice. See also "asbestos".

3. TAXES - MTI's prices do not include any applicable sales, use, excise or similar taxes; and the amount of any such tax which MTI may be required to pay or collect will be added to each invoice unless the Buyer has furnished MTI with an appropriate tax exemption certificate acceptable to the taxing authorities.

4. TERMS - Except otherwise provided herein, terms are cash net 30 days. Amounts past due are subject to a service charge of 1 1/2% per month (or fraction thereof) or maximum contract rates permitted by law. If MTI deems that by reason of the financial condition of the Buyer or otherwise, the continuance or production or shipment on the terms specified herein is not justified, MTI may require full or partial payment in advance.

5. PRICE POLICY - Prices shall be subject to adjustment to those in effect at the time of shipment.

6. PACKING - MTI makes no charge for its standard packing for domestic shipment. The buyer will be charged for export packing or other special packing required. No credit or deduction will be allowed if no packing is required.

7. DELIVERY - Shipping dates given by MTI are approximate and are based on prompt receipt of all necessary information regarding the order. MTI will use its best efforts to meet the scheduled date, but cannot be held responsible for its failure to do so for causes beyond its reasonable control and, in no event shall it be liable for any loss or damage resulting from its failure to deliver.

In the event of any delay requested by the Buyer or any delay caused by lack of shipping instructions, MTI will store all items ordered at the Buyer's risk and expense and will invoice the Buyer for the full contract price of the apparatus on or after the date on which the same is ready for delivery. If manufacture is delayed by the buyer, payment shall be made based on the percent of completion and the contract price.

8. SHIPPING CHARGES - Except as otherwise provided herein, shipments are F.O.B. manufacturer's shipping point. Freight charges are estimated and added. Local delivery of stocked items is free by Mohler's established weekly scheduled trucks. Rush delivery is available at extra charge.

9. CHANGES - The Buyer may, with the written consent of MTI, make changes in the apparatus covered by an order. In the event of any such change, the Buyer shall pay to MTI the reasonable costs and other expenses incurred by MTI prior to such change for all work rendered unnecessary by such change or incurred by MTI thereafter for all work required to effect such change, plus MTI's usual profit thereon.

10. CANCELLATION - Undelivered parts of any order may be cancelled by the Buyer only with the written approval of MTI. If the Buyer makes an assignment for the benefit of creditors, in a voluntary or involuntary petition or other action in bankruptcy or for reorganization or under any other insolvency law shall be filed by or against the Buyer, if the Buyer shall admit its inability to pay its debts, if a trustee, receiver or liquidator is appointed for any part of the assets of the Buyer, or if the Buyer fails to make payments to MTI in accordance with the terms hereof, MTI may at its option cancel all undelivered parts of any order by written notice to the Buyer.

In the event of any cancellation of this order by either party, the Buyer shall pay MTI the reasonable costs and expenses (including engineering expenses and all commitments to its suppliers and subcontractors) incurred by MTI prior to receipt of notice of such cancellation, plus MTI's usual rate of profit for similar work.

11. REGULATORY LAWS AND/OR STANDARDS - MTI makes no promise or representation that its product will conform to any federal, state or local laws, ordinances, regulations, codes or standards, except as particularly specified and agreed upon for compliance in writing as part of this contract between Buyer and MTI. MTI prices do not include the cost of any inspections or permits or inspection fees.

12. INDEMNITY - MTI agrees to indemnify the Buyer and hold it harmless from and against any direct loss suffered and any liability to third parties whenever such loss or liability is directly due to bodily injury (including death) to any person or damage to any property occurring in the course of and caused by the act or omission of MTI in the performance of any work on the premises of Buyer hereunder. This indemnity shall include attorneys fees and settlements of claim or suit reasonable under the circumstances.

13. ERRORS - Typographical and stenographic errors are subject to correction.

14. INFRINGEMENT ON PATENTS/COPYRIGHTS - Purchaser assumes liability for patent and copyright infringement when goods are made to purchaser's specifications.

15. ASBESTOS - Unless specifically stated there is no provision for removal of asbestos. Upon discovery MTI will contact the Buyer for further instructions.