

KOMATSU AMERICA INDUSTRIES, LLC
TERMS AND CONDITIONS OF SALE

1. **DEFINITIONS** - (a) "Company," as used herein, means Komatsu America Industries LLC, except that for purposes of paragraphs 4 (Force Majeure), 7 (Equipment Modifications), 9 (Equipment Operation), 11(d) (Warranty), 12 (Liability) and 13(b) (Patents), "Company" shall mean Komatsu America Industries LLC as well as its parent, and affiliated companies and any of the manufacturers of Equipment and Parts or components thereof.

(b) "Equipment" and "Parts" means the machinery, equipment and component parts therefore described in the sales contract or quotation to which these Terms and Conditions of Sale are attached.

2. **PRICES** - Unless otherwise specified, the prices described in the sales quotation or contract (herein "Contract") are F.O.B. the delivery point described on the face of the Contract or the delivery point specified in paragraph 3, duty paid, unloaded from carrier, and do not include any freight, insurance, loading, unloading or handling charges incurred following delivery thereof pursuant to paragraph 3.

3. **DELIVERY** - Delivery dates are approximate and are dependent upon (i) prompt receipt by Company from Purchaser of all information necessary to permit Company to prepare and deliver the Equipment and Parts, and (ii) Purchaser's compliance with all of the payment terms specified herein. Company shall deliver the Equipment and Parts to Purchaser at the delivery point specified on the face of the Contract, or in the absence of such specification at the port of entry of the Equipment and Parts into the U.S. Such delivery shall be deemed complete at the time the Equipment and Parts are loaded on inland carrier at the delivery point specified on the face of the Contract or, in the absence of such specification, at the delivery point specified in this paragraph, duty paid, and upon such delivery, title and all risks of loss or damage to the Equipment and Parts shall pass to Purchaser. Completion of delivery shall be evidenced by a bill of lading, warehouse receipt or other document showing receipt of the Equipment and Parts by the shipper at the place of delivery. If any of the Equipment and Parts cannot be delivered when ready due to any cause described in paragraph 4 hereof, Company may, at its option, place such Equipment and Parts in storage. In such event, (i) all expenses incurred by Company in connection with such storage, including, without limitation, all costs of placing the Equipment and Parts in storage, handling, storage, inspection, preservation and insurance shall be payable by Purchaser upon receipt by Purchaser of Company's invoices therefore, (ii) Company's delivery obligations hereunder shall be deemed fulfilled and title and all risks of loss or damage to the Equipment and Parts shall thereupon pass to Purchaser, if it has not previously passed to Purchaser, and (iii) when conditions permit and upon payment of all amounts due hereunder, Company shall arrange, on behalf of Purchaser, and at the cost of the Purchaser, for shipment of the Equipment and Parts to such point in the United States of America as is mutually acceptable to Company and Purchaser.

4. **FORCE MAJEURE** - In no event shall Company be liable for non-delivery or delays in delivery of the Equipment and Parts, or for failure or delay in the performance of any other obligations contained in the Contract for acts or circumstances beyond the control of Company, including, but not limited to, events arising directly or indirectly from acts of God, unforeseeable circumstances, acts (including delay or failure to act) of any governmental authority (de jure or de facto), war (declared or undeclared), acts of terrorism, riot, revolution, fires, floods, weather, strikes, labor disputes, sabotage, epidemics, factory shutdowns, embargoes, delays or shortages in transportation, delay or inability to obtain or procure labor, manufacturing facilities or materials, inability due to causes beyond Company's reasonable control, failure to obtain timely instructions or information from Purchaser, or causes of any other kind beyond Company's reasonable control. The foregoing provision shall apply even though such cause may occur after Company's performance of its obligations has been delayed for other causes.

5. **TERMS OF PAYMENT** - Unless otherwise specified in the Contract, the purchase price for the Equipment and Parts, all taxes described in paragraph 6, and all freight, insurance, handling and other charges and expenses incurred by Company at the request of Purchaser following delivery pursuant to paragraph 3, shall be paid in full, in United States of America currency, within thirty days following the date of Company's invoice thereof. If the Equipment and Parts are ready for delivery to Purchaser and Company cannot make delivery thereof as scheduled herein due to any cause referred to in paragraph 4 above, any amounts otherwise payable to Company upon or following delivery shall be payable within thirty days after Company mails its invoice together with a certification by Company as to such cause, to Purchaser at its address shown in the Contract. Upon the deposit of such invoice and certification in the United States mail, the Equipment and Parts shall be deemed to be in storage in accordance with paragraph 3 above. If Company fails to receive payment of any amount when due from Purchaser, in addition to all other remedies provided by law, Purchaser shall pay interest to Company on such amount, from the date such amount is due in full, at the rate of one and one-half percent (1.5%) per month. Notwithstanding the foregoing, said interest rate shall not exceed the maximum rate permitted under applicable law. Company reserves the right to revoke any credit extended to Purchaser because of Purchaser's failure to pay for any goods when due or for any reason deemed to be good and sufficient by Company.

6. **SALES AND SIMILAR TAXES** - Unless otherwise specified in the Contract, the prices stated do not include any federal, state, municipal or local property, license, privilege, business, occupation, stamp, documentary, sales, use, excise, gross receipts or other similar taxes which may now or hereafter be applicable to, measured by, or imposed upon or, with respect to (a) the transaction described in the Contract, or any resulting contract, or (b) the Equipment and Parts or their sale, value or use, or (c) the performance of any services described in the Contract. Purchaser shall indemnify and hold Company free and harmless from and against the imposition and payment of all such taxes and all penalties and interest and fees, including reasonable attorneys' fees, in connection therewith which Company or Company's subcontractors or suppliers are required to pay, or in lieu thereof, Purchaser shall provide Company with a tax exemption certificate acceptable to the taxing authorities involved.

7. **EQUIPMENT MODIFICATIONS** - Company shall have the right to modify the design and/or method of manufacture of the Equipment and Parts without notice to Purchaser if, in the judgment of Company, such modification does not materially and adversely affect the performance of the Equipment and Parts.

8. **EQUIPMENT INSTALLATION** - (a) The Equipment and Parts shall be installed only in accordance with Company's written instructions. Company may, at its option and expense, supervise the installation of the Equipment and Parts. All necessary labor and materials required for such installation, or the preparation of the site for such installation, shall be supplied by Purchaser, at its expense, prior to installation and connection of the Equipment and Parts. Purchaser shall, at its expense, arrange for or provide access by Company's personnel to the installation site. Purchaser shall, at its expense, obtain all permits, licenses, authorizations and approvals, and prepare and file with the appropriate government agencies all reports and information which may be required under all applicable federal, state and local laws, regulations and ordinances now or hereafter in effect to permit the purchase, installation, operation and use of the Equipment and Parts. Notwithstanding any installation dates stated herein, in the event the installation of any Equipment or Part is delayed or interrupted due to any cause described in paragraph 4 above, Purchaser agrees, at its expense, to exercise its best efforts to arrange for the timely completion of such installation, and Purchaser shall reimburse Company for any expense incurred as a result of any such delay. Purchaser shall pay all other amounts when due to Company hereunder, notwithstanding any such delay in installation.

(b) Purchaser shall be deemed to have effected final acceptance of the Equipment and Parts on the earlier of (i) the date when Purchaser places the Equipment and Parts in Commercial Operation or (ii) sixty days from the date of delivery. "Commercial Operation" is defined as production runs, which Purchaser delivers to its customers and/or for which Purchaser receives compensation pursuant to orders placed by the Purchaser's customers. Purchaser shall not commence Commercial Operation of the Equipment and Parts until Purchaser has confirmed in writing to Company Purchaser's final acceptance of the Equipment and Parts; provided, however, that the continued Commercial Operation of the Equipment and Parts without the Purchaser's written confirmation shall be deemed and shall constitute Purchaser's final acceptance of the Equipment and Parts.

9. **EQUIPMENT OPERATION** - Purchaser agrees that all Equipment shall be operated at all times, in a safe and reasonable manner in accordance with Company's written instructions and for the purposes for which the Equipment was intended. Purchaser agrees to indemnify and hold Company and Company's officers, directors and employees harmless from and against all claims, demands, actions, causes of action, judgments and costs (including, without limitation, costs of litigation and reasonable attorneys' fees) arising out of or in connection with the operation of the Equipment by Purchaser, unless caused by Company's gross negligence.

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10. SECURITY - As security for payment of the purchase price for the Equipment and Parts and all other amounts due from Purchaser under the Contract or Equipment and Parts purchased prior to the date hereof or hereafter acquired by Purchaser, Purchaser hereby grants to Company a continuing purchase money security interest in the Equipment and Parts. Purchaser hereby appoints Company as its attorney-in-fact, and authorizes Company to sign/authenticate and file finance statements covering the Equipment and Parts. In addition, Purchaser hereby ratifies any filings made against Purchaser by Company prior to the date hereof. Purchaser shall be in default if Purchaser: (a) fails to make any payments when due or fails to perform any duty or obligation required to be performed hereunder or under the terms of any other agreement between Purchaser and Company; (b) wrongfully removes the Equipment or Parts from the location designated herein; (c) fails to properly insure the Equipment or Parts; (d) transfers any interest in the Equipment or Parts; (e) suffers a lien or levy to be placed upon the Equipment or Parts; (f) allows the Equipment or Parts to be substantially diminished in value; (g) substantially alters or modifies the Equipment or Parts without Company's written consent; (h) makes any false or misleading inducement or representation to Company in connection with this Contract or the sale of the Equipment and Parts by Company to Purchaser; (i) participates either voluntarily or involuntarily in any bankruptcy, insolvency, assignment for the benefit of creditors or other proceedings under which Purchaser seeks relief as a debtor or is subjected to restrictions or other requirements because of the commencement of a proceeding by certain of its creditors; (j) breaches any warranty, covenant or other condition of this Contract; or (k) upon receipt of a notice from Company advising Purchaser that Company deems itself to be insecure, Purchaser does not immediately give assurances reasonably adequate to Company. In the event of a default, Company shall, to the extent permitted by law, have (i) the right to all unpaid sums due pursuant to this Contract, such amounts to become immediately due and payable; (ii) the right of immediate possession of the Equipment and Parts which Purchaser agrees to peaceably tender to Company, and if desired, Company may require Purchaser to assemble the Equipment and Parts and make them available for removal by Company at a place designated by Company; (iii) all rights and remedies of a secured party as established or permitted by the Uniform Commercial Code in addition to all other rights established herein which rights and remedies, to the extent permitted by law, shall be cumulative; (iv) the right to enter the premises and immediately disconnect, disable, or render unusable the Equipment (and Purchaser hereby agrees not to assert any claim for damages alleged to have been sustained by Purchaser by reason of Company's election to utilize such remedy); (v) the right to provide Purchaser with notice of default and after notice from Company, (1) Purchaser shall immediately cease using the Equipment and take such further action as may be necessary to save the Equipment and Parts from any further depreciation in value and (2) Purchaser shall hold the Equipment and Parts for disposition in accordance with Company's instructions; and (vi) the right to suspend performance of any of its obligations, including any warranty, under this Contract. Where permitted by law, any waiver by Company of any breach or default shall not constitute a waiver of any subsequent breach or default. In the event of any claim, action or proceeding relating to a default hereunder, Company shall be entitled to recover from Purchaser all costs and expenses and fees incurred defending or enforcing any right reserved to Company hereunder, including without limitation, reasonable attorneys' fees.

11. WARRANTY - (a) Company warrants that all Equipment and Parts (whether incorporated in the Equipment or sold separately) will be free from defects in material and workmanship. The warranty described in this subparagraph shall terminate upon the expiration of one year from the date of acceptance of Purchaser as provide in paragraph 8 and shall not be extended by reason of Company's furnishing repairs or replacement parts. Purchaser shall sign and return the warranty card upon completion of installation of the Equipment and Parts to Purchaser. This warranty may only be amended by a written agreement of the parties executed by their duly authorized agent.

(b) For breach of the warranty described in subparagraph 11(a), the sole and exclusive remedy of Purchaser shall be to require Company, free of charge, to repair or replace, at Company's option, any Equipment and Parts, which is or becomes defective within the terms of such warranty. All repaired or replacement Equipment and Parts furnished pursuant to this warranty shall be shipped to Purchaser at the expense of the Company.

(c) Company shall have no liability pursuant to the warranty described in subparagraph 11(a) unless:

(i) Company receives, not more than ten days following the date on which Purchaser discovers or reasonably should have discovered such defect, a written notice describing the claimed defect and the date and place at which it occurred or was discovered; and

(ii) Company is given reasonable opportunity, at its request, to inspect, at Company's warehouse or at their place of installation, all Equipment and Parts, which are claimed to be defective. Company shall reimburse Purchaser for the cost of shipping such Equipment and Parts pursuant to any such request; and

(iii) Purchaser establishes, to the satisfaction of Company, that the Equipment and Parts which are claimed to be defective have at all times been assembled, installed, serviced, maintained, tested, operated and used in accordance with the current maintenance and operating instructions of Company and have not been altered or modified in any manner without the prior written consent of Company.

(d) COMPANY SHALL HAVE NO OBLIGATION OR LIABILITY PURSUANT TO THE WARRANTY DESCRIBED IN SUBPARAGRAPH 11(a) TO PERFORM OR TO PAY THE COST OF PERFORMING ANY DISASSEMBLY, TRANSPORTATION EXCEPT AS PROVIDED IN PARAGRAPHS 11(b) AND 11(c) (ii), INSTALLATION REASSEMBLING OR TESTING SERVICES. COMPANY'S WARRANTY HEREIN IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES OF COMPANY WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE CREATED UNDER APPLICABLE LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY AND ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE. The warranty and remedy set forth above are conditioned upon the proper storage, use and maintenance of the Equipment and Parts and conformance with all applicable recommendations of the Company with respect to the Equipment or Parts. No agent, employee or representative of Company has the authority to bind Company to any affirmation, representation or warranty concerning the Equipment or Parts sold hereunder, and unless such affirmation, representation or warranty is specifically included in the Contract, it will not form a part of the basis of the Contract and shall in no way be binding upon Company or enforceable by Purchaser.

12. LIABILITY - (a) THE TOTAL LIABILITY OF COMPANY FROM ANY LOSS, DAMAGE OR CLAIM, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE ARISING OUT OF, CONNECTED WITH OR RESULTING FROM THE CONTRACT OR FROM THE DESIGN, MANUFACTURE, SALE, DELIVERY, RESALE, INSPECTION, ASSEMBLY, TESTING, REPAIR, REPLACEMENT, OPERATION, MAINTENANCE OR USE OF ANY OF THE EQUIPMENT OR PARTS OR FROM THE PERFORMANCE OF ANY SERVICE SHALL NOT, IN ANY EVENT, EXCEED THE PRICE ALLOCABLE TO THE ITEM OR SERVICE, IF ANY, WHICH GAVE RISE TO SUCH CLAIM, LOSS OR DAMAGE. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT OR WARRANTY OR ALLEGED NEGLIGENCE OR LIABILITY WITHOUT FAULT, SHALL COMPANY BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF THE EQUIPMENT OR PARTS, OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTED EQUIPMENT OR PARTS, FACILITIES OR SERVICES, DOWNTIME COSTS, LABOR COSTS OR CLAIMS OF CUSTOMERS OF PURCHASER. THIS LIMITATION OF REMEDIES SHALL SURVIVE EVEN IF THE REMEDY IS CLAIMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

(b) PURCHASER ASSUMES AND SHALL BEAR ALL RESPONSIBILITY FOR PROVIDING ADEQUATE AND SUFFICIENT SAFEGUARDS, WORK HANDLING TOOLS AND SAFETY DEVICES TO PROTECT FULLY THE OPERATOR AND ANY OTHER USERS OF THE EQUIPMENT AND PARTS AT ALL TIMES, IN ACCORDANCE WITH THE PREVAILING FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS AND CURRENT INDUSTRY STANDARDS. COMPANY SHALL HAVE NO LIABILITY WHATSOEVER FOR THE FAILURE OF PURCHASER TO ORDER, INSTALL OR USE SUCH SAFEGUARDS, WORK HANDLING TOOLS OR SAFETY DEVICES. PURCHASER SHALL ESTABLISH AND USE, AND REQUIRE ALL PERSONS OPERATING THE EQUIPMENT AND PARTS TO USE ALL PROPER AND SAFE OPERATING PROCEDURES, INCLUDING, BUT NOT LIMITED TO, THOSE REQUIRED BY ALL APPLICABLE FEDERAL STATE AND LOCAL LAWS AND REGULATIONS AND CURRENT INDUSTRY STANDARDS AND PROCEDURES SET FORTH IN ALL COMPANY MANUALS OR INSTRUCTIONS SHEETS RELATING TO THE EQUIPMENT AND PARTS AND ALL AVAILABLE POINT OF OPERATION SAFETY DEVICES. PURCHASER SHALL NOT REMOVE OR MODIFY ANY DEVICES, WARNING SIGNS, WORK HANDLING TOOLS OR MANUALS FURNISHED BY COMPANY OR INSTALLED UPON OR ATTACHED TO THE EQUIPMENT AND PARTS AT THE TIME OF THEIR DELIVERY. PURCHASER SHALL NOTIFY

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COMPANY PROMPTLY, IN WRITING, AND IN ALL EVENTS WITHIN TEN DAYS AFTER ITS OCCURRENCE, OF ANY ACCIDENT OR MALFUNCTION INVOLVING THE EQUIPMENT OR PARTS WHICH RESULTS IN INJURY TO OR DEATH OF PERSONS (INCLUDING PURCHASER'S AGENTS AND EMPLOYEES), PROPERTY DAMAGE OR ECONOMIC LOSS OF ANY KIND (INCLUDING PURCHASER'S PROPERTY AND LOSS) AND PURCHASER SHALL COOPERATE FULLY WITH COMPANY IN INVESTIGATING AND DETERMINING THE CAUSE OF ANY SUCH ACCIDENT OR MALFUNCTION. PURCHASER FURTHER AGREES TO INDEMNIFY AND HOLD COMPANY, ITS OFFICERS, DIRECTORS AND EMPLOYEES, HARMLESS FROM AND AGAINST ALL CLAIMS, SUITS, CAUSES OF ACTION, LOSSES, COSTS, EXPENSES AND DAMAGES (INCLUDING, WITHOUT LIMITATION, COSTS OF LITIGATION AND ATTORNEYS' FEES) IMPOSED UPON OR INCURRED BY THEM OR ARISING DIRECTLY OR INDIRECTLY, FROM PURCHASER'S FAILURE TO PERFORM OR SATISFY ANY OF THE REQUIREMENTS DESCRIBED IN THIS SUBPARAGRAPH.

13. PATENTS – (a) Company shall defend any suit or proceeding brought against Purchaser to the extent that it is based upon a claim that any of the Equipment or Parts furnished pursuant to the Contract, when employed in the manner intended by Company, constitutes an infringement of any patent of the United States of America, if notified promptly, in writing, and given authority, information and assistance (at Company's expense) for the defense of such suit or proceeding, and Company shall pay all damages and costs awarded therein against Purchaser. In the event the Equipment or Part is finally determined in such suit to infringe any such patent and the use of the Equipment or Part is permanently enjoined, Company shall, at its own expense, and at its option, either procure for Purchaser the right to continue using said Equipment or Part; replace the same with non-infringing equipment or parts; modify it so that it becomes non-infringing; or remove said Equipment or Part and refund the purchase price thereof, less a reasonable charge for depreciation.

(b) The foregoing states the entire liability of Company for patent infringement by any Equipment or Part. The foregoing provisions shall not apply to any Equipment or Part manufactured according to the design restrictions of Purchaser or others. As to such Equipment or Part, Company assumes no liability whatsoever for patent infringement. Purchaser shall indemnify, defend and hold Company harmless from and against all claims, damages, obligations, liabilities and suits (and all associated costs and expenses, including, without limitation, attorney's fees and costs of litigation) arising as a result of the alleged infringement of patent rights caused by the manufacture or sale by Company of any Equipment or Part manufactured to Purchaser's design.

14. ACCEPTANCE OF CONTRACT - This Contract shall not be or become binding on Company until and unless it is accepted by Company in writing by an authorized officer of Company at Company's offices. Company is authorized to enter on the face page of this Contract the factory or other identifying numbers of the Equipment or Part sold hereby after the Contract is accepted, and may make such other notations as to point of installation, point of delivery, time of delivery, scheduled shipment date, and other terms as may be agreed upon between the parties after execution of this Contract. Pending acceptance of this Contract, Company is authorized by Purchaser to deposit any monies paid over towards the purchase without such act constituting acceptance. If this Contract is not accepted by Company as provided herein, Company shall remit to Purchaser all monies paid towards purchase hereon, without interest.

15. CANCELLATION - The Contract, once accepted and approved by Company, shall not be countermanded, cancelled or altered by Purchaser, nor shall Purchaser otherwise cause the work or shipment to be delayed, except with the written consent and upon the terms and conditions approved by Company in writing. Orders cancelled by such consent of Company are subject to compensation to be paid to Company for labor, materials and overhead, plus fifteen percent of the Contract price.

16. GENERAL - THIS CONTRACT SHALL BE DEEMED TO HAVE BEEN MADE IN AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS. PURCHASER SHALL SUBMIT ANY CLAIM OF PURCHASER ARISING OUT OF OR RELATED TO THIS CONTRACT TO THE AMERICAN ARBITRATION ASSOCIATION IN CHICAGO, ILLINOIS. THE NUMBER OF ARBITRATORS SHALL BE THREE. THE ARBITRATORS SHALL HAVE NO AUTHORITY TO CHANGE THE TERMS OF THIS CONTRACT OR TO AWARD PUNITIVE DAMAGES. JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATORS MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. ANY DISPUTE OF, OR CLAIM BY, PURCHASER SHALL BE DEEMED WAIVED BY PURCHASER UNLESS ARBITRATION OR OTHER ACTION EXPRESSLY PERMITTED HEREUNDER IS BROUGHT WITHIN ONE YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION. IN THE EVENT PURCHASER INSTITUTES ANY PROCEEDINGS OTHER THAN AS PROVIDED HEREIN, IT SHALL ASSUME ALL OF THE COMPANY'S COSTS IN CONNECTION THEREWITH, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES. NOTHING IN THE FOREGOING SHALL IN ANY WAY LIMIT THE RIGHT OF COMPANY TO SEEK ANY OF ITS REMEDIES HEREUNDER IN ANY COURT OF COMPETENT JURISDICTION, INCLUDING A STATE OR FEDERAL COURT LOCATED IN COOK COUNTY, ILLINOIS AND, IN THE EVENT COMPANY FILES AN ACTION IN SUCH COURT, PURCHASER HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF SUCH COURT AND AGREES TO ACCEPT SERVICE OF PROCESS VIA REGULAR, FIRST CLASS MAIL DELIVERY OR VIA PERSONAL MESSENGER SERVICE. TO THE FULLEST EXTENT PERMITTED BY LAW, PURCHASER AND COMPANY HEREBY WAIVE TRIAL BY JURY IN ANY LITIGATION IN ANY COURT WITH RESPECT TO, IN CONNECTION WITH, OR ARISING OUT OF THIS CONTRACT AND/OR THE PURCHASE, SALE, RESALE, LICENSE, OR USE OF THIS EQUIPMENT OR PARTS. This Contract may not be assigned by Purchaser without the written consent of the Company, and subject to the foregoing, such Contract shall be binding upon and inure to the benefit of the successors, assigns and legal representatives of the Company and Purchaser; and the rights and obligations of Purchaser and Company pursuant to each of the foregoing paragraphs shall survive the performance or termination of the Contract. These terms and conditions of sale shall be the only terms and conditions applicable to the sale of the Equipment and Parts and shall supersede any prior written or verbal discussions, agreements or writings and take precedence over any conditions which may appear on or be a part of Purchaser's order.

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