

STANDARD CONDITIONS OF PRODUCT SALES OF ROBERT A. DENTON, INC., DENTON ATD, INC. and DENTON COE GmbH

ORDERS

All orders are received subject to acceptance by Robert A. Denton, Inc. of Rochester Hills, Michigan, U.S.A., Denton ATD, Inc. or Denton COE GmbH (collectively referred to as Company). Typographical and clerical errors in quotations, orders and acknowledgments are subject to correction.

QUOTATIONS AND PRICES

Until acceptance, all written quotations are subject to change upon written notice to Buyer and are void after 30 days. Verbal quotations are good only on the day on which they are made by an authorized representative of the Company.

The prices shown on published price lists or other published literature issued by the Company may be changed without notice and are therefore subject to confirmation by specific quotation and acknowledgment. Sealed bids are subject to these Standard Conditions of Sale unless specified otherwise in bid and agreed to by the Company.

TAXES

Prices are exclusive of all foreign, federal, state, municipal or other government excise, sales, use, occupational, duty or like taxes now in force, or enacted in the future; and therefore are subject to an increase equal in amount to any tax the Company may be required to collect or pay upon the sale or delivery of the items purchased.

PACKING

The Company makes no charge for its standard packing for domestic shipment. The Buyer may be charged for export packing or other special packing required; the cost of which will be quoted upon request. No credit or deduction will be allowed if no packing is required.

DELIVERY

Shipping dates given by the Company are approximate and are based on prompt receipt of all necessary information regarding the order. The Company will use its best efforts to meet the scheduled date shown on the quotation/purchase order, but it cannot be held responsible for its failure to do so for causes beyond its reasonable control. Standard products only once delivered may be returned at the Company's discretion for a minimum twenty percent (20%) restocking charge. Return shipping charges are of the buyer's expense.

SHIPPING COSTS

Shipments are exworks: Rochester Hills, MI or Milan, OH or Heidelberg, Germany prepaid and added, or freight collect unless otherwise requested and agreed to by the Company. Customer is responsible for notification in writing to the Company within seventy-two (72) hours of any loss or damage of the shipment if the shipment was made F.O.B. destination.

The Company will select the carrier unless other instructed by the Buyer.

CHANGES

The Buyer may, with the written consent of the Company, make any change in the order. In the event of any such change, the Buyer shall pay to the Company the reasonable costs and other expenses (including engineering expenses and all commitments to its suppliers and sub-contractors) a.) incurred by the Company prior to receipt of notice of change for all work rendered unnecessary by the change or b) incurred by the Company thereafter for all work required to effect the change. In either case, the amount will be determined by the Company by considering specific costs and other expenses and the Company's usual rate of profit for similar work. In the event of any such change, the Company shall be entitled to revise its price and delivery schedule accordingly.

CANCELLATION AND DELAYS

In the event of cancellation, the Buyer shall be liable for the payment of reasonable cancellation charges which shall not exceed the unit retail list price of the items canceled and shall include, among other things, expenses already incurred by the Company, actual liabilities against commitments incident to the order involved, and properly allowable indirect charges as well as reasonable profit.

If manufacture is delayed by the buyer, partial payment shall be made based on the percent of completion and the contract price.

In the event of any shipping delay requested by the Buyer or any delay caused by lack of shipping instructions, the Company 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. No delivery delay requested by the Buyer on an order placed under this agreement shall be effective unless the Buyer agrees to payment of any costs the delay imposes on the Company.

If the Buyer makes an assignment for the benefit of creditors, if 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 the Company in accordance with the terms hereof, the Company may, at its option, cancel all undelivered parts of any order by written notice to the Buyer at no expense to the Company.

ACCEPTANCE - PRODUCT

Unless otherwise agreed to by the Company, the criterion for acceptance of the Company's products, including options, shall be the successful operation of the product and options using the Company's standard test procedures applicable to the product and options involved. All acceptance tests shall be run by Company personnel at the Company's location unless otherwise allowed for and agreed to by the Company.

LIMITED WARRANTY - PRODUCT

(Liability for Repairs and Replacement Only)

The company's products are warranted to be free from defects in material and workmanship for one year from date of shipment. The Company's obligation is limited to repairing, or at its option, replacing products and components which, on verification at the factory, prove to be defective. The Company shall not be liable for installation charges, for expenses of the Buyer for repairs or replacements, for damages from delay or loss of use, or other indirect or consequential damages of any kind. The Company extends this warranty only upon proper use of the product in the application for which intended, and does not cover products which have been modified without the Company's approval or which have been subjected to unusual physical or electrical stress, or upon which the original identification marks have been removed or altered. Transportation charges for material shipped to the factory for warranty repair are to be paid by the shipper. The Company will return items repaired or replaced under warranty prepaid. No item shall be returned for repair without prior authorization from the Company.

Whenever the design of the equipment to be furnished or the system in which it is to be incorporated originates with the Buyer, the Company's warranty is limited specifically to furnishing equipment free of defects in material and workmanship and assumes no responsibility for implied warranties of fitness for purpose or use.

PATENT AND TRADEMARK INDEMNITY

The Company will, at its own expense, defend any suit against the buyer for the infringement of United States patents and trademarks by products purchased from the Company under this contract and in any such suit will satisfy any final award for infringement; except the Company assumes no obligation to defend or assume liability for damages (consequential or otherwise) resulting from infringements a) of patent claims covering any other products or any contemplated equipment or any assembly, combination, method or process that may use in operation, manufacture or testing any products purchased from the Company (notwithstanding that such products purchased from the company may have been designed only for use in, or may be only useful in such other patented products or patented equipment, assembly, circuit, combination, method or process, or in the manufacture or testing thereof, and that such products purchased from the Company may have been purchased and sold for such use) or b) resulting from designs supplied by the purchaser, or c) for any trademark infringement involving any marking or branding applied by the Company or involving any marking or branding applied at the request of the Buyer.

The indemnity is upon the condition that the Buyer gives the Company prompt notice in writing of any such suit or threat of suit of infringement and full opportunity to conduct the defense thereof. No costs or expenses shall be incurred on behalf of the Company without its written consent. At any time the Company may replace or modify any products sold under this contract to avoid patent and trademark infringement, provided such replacement or modification does not materially affect performance. The Company's liability under this indemnity shall not exceed the purchase price of the infringing products.

DOCUMENTATION AND TRAINING

The Company will supply reasonable written documentation including operator instruction. Training in use and operation of the Company's products may be made available at the Buyer's expense, subject to acceptance by the Company.

PROPRIETARY RIGHTS

The Company retains for itself all proprietary rights in and to all designs, engineering details and other data pertaining to any product specified in the contract and to all discoveries, inventions, patent rights, etc. arising out of the work done in connection with the contract or with any and all products developed as a result thereof, including the sole right to manufacture any and all products.

SUBSTITUTIONS AND MODIFICATIONS

The Company assumes the right to make substitutions and modifications in the specifications of equipment designed by the Company providing that such substitutions or modifications will not materially affect performance in the intended application.

TOOLS

The Company shall retain title to and possession of any models, patterns, dies, molds, jigs, fixtures and other tools made for or obtained in connection with this contract unless otherwise agreed to by the Company.

CONSTRUCTION

All quotations are made and all orders are accepted by the Company in compliance with the laws of the State of Michigan, and the United States, the rights and duties of all persons and the construction and effect of all provisions thereof shall be governed by and construed according to the laws of the state and country. Should any term or provision contained in these conditions contravene or be invalid under applicable law, the contract of which these conditions form a part shall not fail by reason thereof, but shall remain valid.

REGULATORY LAWS AND/OR STANDARDS

The Company makes no promise or representation that its products will conform to any state or local laws, ordinances, regulation, codes or standards, except as specified and agreed upon for compliance in writing as part of the contract between Buyer and Company. The Company's prices do not include the cost of any related inspections or permits.

EXCUSABLE CESSATION OF PERFORMANCE FOR NON-PAYMENT

Whenever the Buyer fails to meet the payment requirements set forth in the contract, the Company may cease performance and delivery and accelerate payment of any and all unpaid charges; such cessation of performance shall not be construed to be a breach on any contract or agreement and the company will resume production as soon as reasonably possible upon receipt of payment of all balances due.