

PRICE QUOTE

THIS PRICE QUOTE ("QUOTE") IS ISSUED SUBJECT TO GUNN & PEGELOW'S STANDARD TERMS AND CONDITIONS SET FORTH BELOW AND IS EXPRESSLY MADE CONDITIONAL ON PURCHASER'S ASSENT TO ANY SUCH TERMS AND/OR CONDITIONS WHICH ARE ADDITIONAL TO OR DIFFERENT FROM THE TERMS AND CONDITIONS OF PURCHASER'S REQUEST FOR PROPOSAL, PURCHASE ORDER OR SIMILAR DOCUMENT. SUCH ASSENT, UNLESS PREVIOUSLY GIVEN IN SOME OTHER MANNER, SHALL BE CONCLUSIVELY PRESUMED TO BE GIVEN UPON PURCHASER'S ORDER OF ANY GOODS NOT ACCOMPANIED BY ANY WRITTEN OBJECTION TO SUCH TERMS AND CONDITIONS.

ORDER ACCEPTANCE

PURCHASER'S ORDER IS ACCEPTED SUBJECT TO GUNN & PEGELOW'S STANDARD TERMS AND CONDITIONS SET FORTH BELOW. THIS ACCEPTANCE IS EXPRESSLY MADE CONDITIONAL ON PURCHASER'S ASSENT TO ANY SUCH TERMS AND/OR CONDITIONS WHICH ARE ADDITIONAL TO OR DIFFERENT FROM THE TERMS AND CONDITIONS OF PURCHASER'S ORDER. SUCH ASSENT, UNLESS PREVIOUSLY GIVEN IN SOME OTHER MANNER, SHALL BE CONCLUSIVELY PRESUMED TO BE GIVEN UPON PURCHASER'S RECEIPT AND ACCEPTANCE OF THE GOODS OR IF NO WRITTEN OBJECTION TO THIS ORDER ACCEPTANCE ("AGREEMENT") IS RECEIVED BY GUNN & PEGELOW WITHIN 15 DAYS AFTER THE DATE HEREOF, WHICHEVER OCCURS FIRST.

STANDARD TERMS AND CONDITIONS

1. QUOTES. Unless otherwise stated, all Quotes expire at the end of thirty (30) days after the date thereof. All equipment, goods, products and other items (collectively, "Equipment") shown on any Quote are offered as our best effort to meet the intention of Purchaser's specifications based upon the information provided to Gunn & Pegelow. It is the responsibility of Purchaser to verify conformance of all Equipment with Purchaser's specifications prior to placing an order. Equipment and/or labor (including, but not limited to, startup supervision) not explicitly listed on a Quote are not included.

2. PAYMENT. Unless otherwise specified herein, payment shall be due in full thirty (30) days from the date of invoice, with a one percent (1%) cash discount on invoices paid in full on or before ten (10) days from the date of invoice. Any cash discount shall be taken from the gross amount invoiced excluding shipping charges and taxes, if any. Interest shall be charged at the rate of one percent (1%) per month on all overdue amounts.

3. TAXES. In addition to the prices stated herein, Purchaser shall pay any and all federal, state, local or other taxes imposed under any law or ordinance now or hereafter enacted in connection with the transaction contemplated by this Agreement.

4. CHANGE ORDERS. No change may be made to Purchaser's order as reflected in this Agreement without Gunn & Pegelow's express written consent in the form of a change order, signed by the parties, setting forth the specific change to the order and any adjustments to the scheduled shipment date and the amounts payable hereunder.

5. INSPECTION. Purchaser shall have the right to inspect the goods, at its own expense and in any reasonable manner, at the manufacturer's facility during normal business hours. Purchaser's failure to inspect the goods prior to the requested shipment date specified herein shall be deemed a waiver of its inspection right and an irrevocable acceptance of the goods.

6. FREIGHT COSTS. Unless otherwise specified herein, the prices stated herein include packaging suitable for domestic land shipment and the goods (including goods repaired or replaced under warranty) shall be shipped F.O.B. point of shipment, freight collect to Purchaser, via the method and route of shipment selected by Gunn & Pegelow, or its designated representative, which reserves the right to charge for special packaging required by Purchaser and to require prepayment by Purchaser of any shipping charges.

7. SHIPPING. Gunn & Pegelow provides estimated lead times to shipment and does not guarantee specific delivery dates. All shipping dates are determined by the manufacturer supplying the equipment. If Purchaser cannot receive any part or all of an order when shipped, it is Purchaser's responsibility to arrange for alternative shipping dates or storage and to pay any related charges.

8. RETURNS. Goods may not be returned without Gunn & Pegelow's express prior written consent, and Gunn & Pegelow reserves the right to deny any request for return of goods.

9. WARRANTIES. Gunn & Pegelow shall deliver to Purchaser all manufacturer's warranties covering any products or items being conveyed to Purchaser hereunder; provided, however, that Gunn & Pegelow shall not thereby be deemed to warrant any such items in any way either express or implied, or to adopt any such manufacturer's warranties or any liability thereunder.

10. PURCHASER'S EXCLUSIVE REMEDY. REFUND OF PURCHASE PRICE OR REPAIR OR REPLACEMENT OF DEFECTIVE GOODS AS PROVIDED ABOVE SHALL BE THE PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR CONTRACT, WARRANTY, NEGLIGENCE, TORT OR STRICT LIABILITY CLAIMS. IN NO EVENT SHALL GUNN & PEGELOW BE LIABLE FOR ANY LIQUIDATED, SPECIAL, INDIRECT, INCIDENTAL, ECONOMIC OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER (INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOST PROFITS, LOSS OF BUSINESS, BUSINESS INTERRUPTION, OR ATTORNEY'S FEES) CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, TORT, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, OR OTHER BREACH OF DUTY OF OR BY GUNN & PEGELOW.

11. CONFIDENTIALITY. Purchaser shall not, directly or indirectly, disclose the placement of this order or any of the terms of this Agreement to any third party or use Gunn & Pegelow's name for any sales, publicity or other purpose.

12. PURCHASER'S BREACH. In the event of Purchaser's breach of this Agreement, voluntarily or involuntarily, Gunn & Pegelow shall immediately be released from its obligations under this Agreement and may, at its option and upon notice to Purchaser, elect to liquidate its damages and accept or retain payment of twenty (20%) percent of the amount otherwise payable hereunder in full settlement of all its damages. If Gunn & Pegelow so elects, Purchaser agrees to promptly pay the liquidated damages amount to Gunn & Pegelow (to the extent not previously paid by Purchaser). If Gunn & Pegelow does not elect to liquidate its damages, it shall have all the rights and remedies provided Gunn & Pegelow herein and by law or equity.

13. GUNN & PEGELOW'S REMEDIES. The rights and remedies provided Gunn & Pegelow herein are cumulative and in addition to any other or further remedies provided by law or equity. The failure of Gunn & Pegelow to enforce at any time, or for any period of time, any provision of this Agreement shall not be construed as a waiver of such provision or of Gunn & Pegelow's right to enforce that and every other provision of this Agreement. Purchaser shall be liable for any and all costs, charges and expenses (including reasonable attorney fees) incurred by Gunn & Pegelow in enforcing the terms of this Agreement.

14. FORCE MAJEURE. Gunn & Pegelow shall not be liable for any delay in delivery, or for non-delivery, caused, in whole or in part, by the occurrence of any contingency beyond Gunn & Pegelow's control, including but not limited to failure or delay in transportation; judicial action; labor dispute; accident, fire, explosion, flood, storm, or any other act of God; shortage of labor, fuel, raw materials or machinery; technical failure; or any other cause or causes beyond Gunn & Pegelow's control, whether or not similar in nature to any of the above-stated causes. If any such contingency occurs, Gunn & Pegelow may, in its sole discretion, allocate production and deliveries among Gunn & Pegelow's customers and its own requirements.

15. NOTICES. Any notices required hereunder shall be in writing and shall be deemed to have been delivered and dated when delivered in person, mailed (first class) or faxed to Purchaser's principal offices, or emailed to Purchaser at any email address used by any employee or agent of Purchaser in connection with this Agreement. Any document not so delivered, mailed, transmitted or emailed shall be deemed to have been delivered and dated on the date of receipt.

16. CLAIMS AND ACTIONS. ANY AND ALL SUITS, CLAIMS OR ACTIONS ARISING, IN WHOLE OR IN PART, OUT OF THE TRANSACTION CONTEMPLATED BY, OR THE GOODS SOLD IN CONNECTION WITH THIS AGREEMENT MUST BE COMMENCED WITHIN ONE YEAR OF THE DATE THE CAUSE OF ACTION ACCRUES OR BE FOREVER BARRED. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and the sole and exclusive venue for any such suits, claims or actions is agreed to be either the U.S. District Court for the Northern District of Illinois or an Illinois court of proper jurisdiction located in Lake County, Illinois.

17. ASSIGNMENT. This Agreement may not be assigned, transferred or pledged, in whole or in part, by Purchaser without Gunn & Pegelow's prior written consent.

18. SEVERABILITY. In the event any term of this Agreement shall be held invalid, illegal or unenforceable, in whole or in part, neither the validity of the remaining part of such term nor the validity of any other terms of this Agreement shall in any way be affected thereby.

19. CAPTIONS. The title used on any paragraph of this Agreement is for convenient reference only and is not to be construed as affecting the meaning expressed therein.

20. ENTIRE AGREEMENT. All prior and contemporaneous agreements, statements and understandings with respect to the subject matter of this Agreement, if any, among the parties hereto, or their agents, are merged into this Agreement, and this Agreement shall constitute the entire agreement among the parties.

21. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

22. AMENDMENTS. This Agreement shall not be modified or amended except in writing, signed by all of the parties hereto.