

CONFIRMATION OF SALE TERMS AND CONDITIONS

These Terms and Conditions apply to all sales of all Equipment by Norgas Controls, Inc. ("Company") and with the terms in the Confirmation of Sale supercede and replace all other terms and conditions in any way pertaining to the Equipment.

1. Customer shall pay to Company the total amount due for the Equipment as shown in the Confirmation of Sale. In the event Company takes legal action to collect the amounts due it Customer shall pay Company's attorney fees and expenses.
2. The estimated date of shipment shown is an estimate only and Company shall not be responsible for any delay in shipment or for any other failure of performance due to any cause beyond the control of Company. Risk of loss of the Equipment shall pass to Customer upon delivery of the Equipment to the carrier for shipment.
3. **Company warrants only to Customer and not to any other persons or entities that Customer shall obtain title to the Equipment free and clear of all liens and claims upon payment of the total amount shown in the Confirmation of Sale and that for a period of two (2) years after purchase the Equipment shall be free of defects in materials and workmanship and shall perform as stated by Company in Company's written product description which is in effect on the date when the Equipment is purchased by Customer and in the event that an item of Equipment has such defects or does not so perform upon written notice of such defects or non-performance given by Customer to Company within fifteen (15) days after such defects or non-performance first occurred, Company shall at its option and cost either repair or replace such item or items of the Equipment and Company hereby disclaims and makes no other warranties of any kind or nature. Company undertakes no responsibility for the quality of the Equipment except as expressly provided herein. Company assumes no responsibility that the Equipment will be merchandisable or fit for any particular purpose for which Customer may purchase the Equipment except as expressly provided herein. The warranties contained herein shall not apply to any item of Equipment which has been improperly installed, altered or damaged after installation, improperly maintained, or where the Equipment has been used with water or gas, as the case may be, which contains foreign materials or impurities. In the event that Company elects to either repair or replace any Equipment, Customer shall be solely responsible for all costs of removal and re-installation of all such Equipment and for all shipping charges for shipment of all such Equipment to Company and for return of all such Equipment to Customer.**
4. Company shall not be liable to Customer or to any other person or entity for any consequential or incidental damages or for any damages of any kind or nature not specifically provided for in these Terms and Conditions including without limitation damages for loss of use, damages for loss of revenue and profits and damages for delay.
5. Customer shall be solely responsible for all installation, maintenance and use of the Equipment and for compliance with all applicable federal, state and local laws and regulations which pertain to and regulate any installation and use of the Equipment.
6. In the event that any federal, state or local governmental agency fails to approve any item of the Equipment for use within its jurisdiction Customer shall immediately give written notice thereof to Company.
7. Company accepts MasterCard & Visa and a 3% service charge may apply. Terms may be extended by Company upon written approval by Company. All past due amounts shall bear interest at the rate of 2% per month or the highest rate allowed by law until fully paid.
8. All prices are FOB, Fairfield, Ohio or nearest stocking warehouse unless otherwise agreed in writing.
9. Equipment which has not been used or damaged and which was shipped from Company's existing inventory and is not custom Equipment may be returned by Customer provided that Customer gives written notice of Customer's request to return to Company within thirty (30) days after purchase and Company gives written authorization to Customer to return the Equipment and all shipping costs are paid by Customer and Customer pays Company a restocking charge equal to 25% of the total amount paid for purchase of the Equipment. All amounts which may be due Customer upon an authorized return will be paid by Company only by a credit to Customer for future purchases. In the event of a default by Customer, Company shall have the right to cease all sales and shipments.

The Confirmation of Sale and these Terms and Conditions contain the entire agreement between the Customer and Company and supercede and replace all prior and contemporaneous terms and conditions and agreements between the Customer and Company regarding the subject matter hereof. The laws of Ohio shall govern. The Confirmation of Sale and these Terms and Conditions are binding on the Customer and Company and their respective representatives and successors and shall not be modified except by a writing signed by both Customer and Company and shall not be assigned. No person or entity other than Company and Customer shall be a third party beneficiary or have any rights under the Confirmation of Sale and these Terms and Conditions including without limitation any rights to claim breach of any warranties. The Customer and Company hereby agree that any legal action between the Customer and Company shall be commenced only in the Common Pleas Court in Butler County, Ohio which shall be the exclusive venue and forum.