

## TERMS AND CONDITIONS OF QUOTATION AND SALE

*These Terms and Conditions form a part of the quotation and/or acceptance of Buyer's purchase order in connection with which they have been supplied to Buyer, and of any subsequent purchase by Buyer until such time as revised Terms and Conditions of Quotation and Sale are supplied to Buyer, in which case the latest supplied Terms and Conditions of Quotation and Sale, until later replaced, will apply to all subsequent such purchase orders.*

**DEFINITIONS** - The word "ICON MACHINE TOOL." as used herein shall mean ICON MACHINE TOOL, INC. The word "Purchases" as used herein shall mean one or more of the basic Machine, its equipment, accessories, parts and optional items as are purchased under the "Contract" as hereinafter defined. The word "Machine" as used herein shall mean the basic Machine utilizing equipment and/or accessories and/or parts and/or optional items purchased under such Contract, or the basic Machine on which the Purchases will be used if such Machine was purchased from ICON MACHINE TOOL, INC. or another supplier under a different earlier contract.

**PRICES** - All prices are quoted U.S. duty paid unless otherwise indicated. ICON MACHINE TOOL, INC. will endeavor to maintain the prices quoted for any Machine, but cost increases beyond its control, including changes in foreign exchange rates, may necessitate price increases. **Prices in effect at the time of ICON MACHINE TOOL, INC.'s oral or written acceptance of Buyer's oral or written purchase order will prevail and will be firm and binding.**

**PURCHASE ORDER** - The Buyer's purchase order, whether oral or written, shall be an offer to purchase based upon the relevant oral or written quotation made by ICON MACHINE TOOL, INC., and shall be subject in all respects to these Terms and Conditions of Quotation and Sale. Buyer's purchase order will become binding upon ICON MACHINE TOOL, INC. only when accepted by ICON MACHINE TOOL, INC. orally or in writing or by shipping a purchased item. The quotation by ICON MACHINE TOOL, INC. is not an offer. The details of an oral purchase order, the details of any oral acceptance by ICON MACHINE TOOL, INC. and the date of shipping shall be conclusively the respective dates thereof solely as shown by the records of ICON MACHINE TOOL, INC. or of ICON MACHINE TOOL, INC.'s supplier kept in the ordinary course of business. It will be the responsibility of Buyer to ascertain and understand the capacity rating of a Machine, if any, being ordered at any time and to determine that it will meet Buyer's requirements and that Buyer's use thereof will not exceed any capacity rating of the Machine or of its equipment, accessories, parts and/or optional items.

**CANCELLATION** - Buyer's oral or written purchase order shall not be subject to cancellation by Buyer before or after acceptance by ICON MACHINE TOOL, INC. except with ICON MACHINE TOOL, INC.'s written consent, and then only upon terms and conditions that will fully indemnify ICON MACHINE TOOL, INC. against all losses resulting therefrom.

**CONTRACT** - The contract between Buyer and ICON MACHINE TOOL, INC. (the "Contract") shall consist of Buyer's oral or written purchase order and any relevant oral or written quotation made by ICON MACHINE TOOL, INC., the acceptance of the purchase order by ICON MACHINE TOOL, INC., whether oral or written or by shipping, and these Terms and Conditions of Quotation and Sale. ICON MACHINE TOOL, INC.'s records of any oral part of the Contract shall be conclusively evidenced by ICON MACHINE TOOL, INC.'s records thereof kept in the ordinary course of business.

**DELIVERIES, LIMITATION OF LIABILITY** - ICON MACHINE TOOL, INC. shall under no circumstances be responsible or liable for delays, nonperformance, loss or damages, whether direct or consequential, due to any circumstances beyond ICON MACHINE TOOL, INC.'s control, in which event ICON MACHINE TOOL, INC. shall have the right to revoke its acceptance of Buyer's purchase order, without any responsibility or liability to Buyer whatsoever, whether direct or consequential.

**PURCHASES BY CREDIT CARD** - ICON MACHINE TOOL, INC. does not accept credit cards.

**FREIGHT RATES** - ICON MACHINE TOOL, INC. neither guarantees nor assumes any responsibility or liability for domestic or international freight rates.

**RISKS** - Purchases will travel totally at Buyer's risk, and the Buyer hereby assumes all risks of loss, injury or destruction occurring after the time of shipment of the Purchases to Buyer by ICON MACHINE TOOL, INC. or the manufacturer. No such loss, injury or destruction shall operate in any manner to release the Buyer from the obligation to pay for the shipped Purchases. In the event of damage or loss in transit, ICON MACHINE TOOL, INC. will, if feasible, assist Buyer in asserting Buyer's claim against the carrier or insurer.

**TITLE** - Title and ownership of all Purchases shall remain with ICON MACHINE TOOL, INC. after receipt thereof by Buyer until payment therefor has been made in full. After receipt thereof by Buyer, all of such Purchases shall be and shall remain personal property and shall retain their character as such even if they are installed on permanent foundations or in any other manner affixed or attached directly or indirectly to realty, and without regard to the purposes for which they may be used. The rights of ICON MACHINE TOOL, INC. to possession of such Purchases until the purchase price therefor shall have been paid in full shall be superior to any rights of the Buyer to possession thereof. If Buyer shall fail to make any payment when due under the Contract, ICON MACHINE TOOL, INC. shall be entitled to all remedies available under the Uniform Commercial Code in force in the State of Maryland on the date of the Contract, including the right to repossess the Purchases by self help and without resort to judicial process. The Buyer may also be required to pay interest at the maximum legal rate on all overdue charges.

**SAFETY RESPONSIBILITY** - It is the Buyer's and operator's joint and several responsibility to use all Machines and Purchases only with proper safety devices and equipment and proper operating procedures to safeguard the operator from injury at all times and on a continuing basis during any set-up, use or operation of the Machines and Purchases. It is the Buyer's responsibility to train all operators in proper and safe operation and usage of the Machines and Purchases. It is the Buyer's and operator's further joint and several responsibility to assure that such set-ups, uses and operations are not beyond the rated capacities of the Machine and Purchases and are not on materials for which the Machine and Purchases were not designed. It is the Buyer's and operator's joint and several responsibility to set-up, use and operate the Machine and Purchases in conformity with all Federal, State and local government safety standards and all industry safety standards. ICON MACHINE TOOL, INC. will not be responsible for, and Buyer and operator will indemnify and exonerate ICON MACHINE TOOL, INC. from, expenses of defense and any and all claims and judgments resulting from non-compliance with any provisions of this paragraph.

**ELECTRIC CODE, ELECTRIC POWER SUPPLY, OPERATION AND MAINTENANCE - INDEMNIFICATION** - Compliance with applicable electric code, provision of the proper power supply and related controls, proper operation and proper maintenance of the Machine and Purchases are the responsibility of the Buyer. ICON MACHINE TOOL, INC. will not be responsible for, and Buyer will indemnify and exonerate ICON MACHINE TOOL, INC. from expenses of defense and any and all claims and judgments from non-compliance with the applicable electric code, non-operation or faulty operation of the Machine and Purchases into (onto) which the Purchases were placed and personal injury, loss or damages, whether direct or consequential, in any degree resulting from, or contributed to by, inadequate or deficient or excessive or inappropriate electrical power supply for the operation of the Machine, wherever located, inadequate or incorrect instruction of operating personnel in the use of the Machine in (on) which the Purchases were installed and improper or incompetent operation thereof including overloading, abuse thereof, improper or inadequate maintenance thereof, use of the Machine for purposes or on materials for which it is not intended according to its specifications or to generally accepted trade standards, or alteration or modification of any kind to such Machine in (on) which the Purchases are installed unless previously and specifically approved in writing by ICON MACHINE TOOL, INC. As used herein, expenses of defense shall include all reasonable defense expenses and costs including (but not limited to) counsel fees incurred by ICON MACHINE TOOL, INC. Improper or incompetent operation as referred to above shall include, but not be limited to, failure to follow manufacturer instructions, generally accepted trade practices, warnings and recommendations and failure to comply with applicable Federal, State and local laws and regulations. Said indemnification and exoneration against claims and judgments shall include, but not be limited to, those resulting from any legal theory of strict liability and from any theory or breach of warranty of any kind. In addition, as used above, the terms "improper and inadequate" maintenance of the Machine in (on) which any such Purchases are installed shall include, but not be limited to, improper or inadequate installation of Purchases purchased under these Terms and Conditions of Quotation and Sale.

**LIMITED WARRANTY AND REMEDIES** - The Manufacturer warrants each New Machine made by it, purchased from ICON MACHINE TOOL, INC. under the Contract, to be free from defective material and workmanship for one year from the date of the bill of lading issued by the carrier at the designated f.o.b. point if the machine is used on an eight-hour-per-day basis, is given normal and proper usage and maintenance, is owned by the original Buyer, is operated by the original user and is properly operated. During the **LIMITED WARRANTY** period, if the Machine or any other of the Purchases to which this **LIMITED WARRANTY** applies are found to be defective by ICON MACHINE TOOL, INC. or the manufacturer, they will be replaced free of charge, f.o.b. Manufacturer. Repair, alteration or modification of any kind to the Machine or any other Purchases without ICON MACHINE TOOL, INC.'s previous and specific approval in writing, or without being performed by ICON MACHINE TOOL, INC.'s personnel, absolutely and irrevocably voids this **LIMITED WARRANTY**. Cutting tools and dies and other expendable items and tooling are **not warranted**. **THE LIMITED WARRANTY DESCRIBED IN THIS PARAGRAPH SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** The parties agree that no other remedy (including, but not limited to, incidental or consequential damages for lost profits or revenues, damage to or loss of other property, cost of capital, claims of customers, cost of a replacement machine, its equipment, appurtenances, accessories, and optional items, damage to or loss of materials processed by the machine, lost sales, injury to persons or property, or any other incidental or consequential damage or loss) shall be available to Buyer or operator. The sales personnel of ICON MACHINE TOOL, INC. are not authorized to make warranties about Machines or other Purchases from ICON MACHINE TOOL, INC. ICON MACHINE TOOL, INC.'s employees' oral statements do not constitute warranties, shall not be relied upon by the Buyer or operator, and are not part of any quotation or Contract. **NO OTHER WARRANTIES** are given beyond those set forth herein.

**LIMITATION OF LIABILITY: SELLER'S LIABILITY ON ANY CLAIM OF ANY KIND, INCLUDING NEGLIGENCE, FOR ANY LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE PERFORMANCE OR BREACH OF THE TERMS HEREOF, OR FROM THE DESIGN, MANUFACTURER, SALE, DELIVERY, RESALE, INSTALLATION, TECHNICAL DIRECTION OF INSTALLATION, INSPECTION, REPAIR, OPERATION OR USE OF ANY GOODS SOLD BY SELLER TO BUYER, SHALL IN NO CASE EXCEED THE PRICE ALLOCABLE TO THE GOODS WHICH GIVE RISE TO THE CLAIM. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH A BREACH OF THE CONTRACT OF SALE OR ANY OTHER DUTY OF SELLER WITH RESPECT TO THESE GOODS INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES SUCH AS FOR LOST PROFITS, LOST SALES OR INJURY TO PERSONS OR PROPERTY.** The time within which Buyer or operator may bring any action against ICON MACHINE TOOL, INC. under this **LIMITED WARRANTY** shall be limited to one (1) year following the date of sale thereof.

**TAXES** - All applicable sales, use and other Federal, State and local taxes and filing fees are to be paid by Buyer, or, if paid by ICON MACHINE TOOL, INC., may be added to invoices for the Purchases or invoiced separately, and Buyer shall be obligated to pay same in accordance with invoice payment terms.

**SERVICE POLICY** - "Service" shall include all work, demonstrations, installation, start-up, instructions in the use of Machine, and maintenance and repairs of the Machine. Should any Service be requested of ICON MACHINE TOOL, INC. beyond that which the Contract specifies that ICON MACHINE TOOL, INC. will supply at its expense, such Service will be rendered at the then current per diem charge (plus overtime, if applicable) for the persons rendering the Service, plus their transportation and reasonable living expenses. Buyer shall, at Buyer's expense, supply appropriate rigging equipment and/or material handling equipment, tools and supplies (including demonstration material) so that any and all such Service can be provided efficiently and safely.

**SPECIFICATIONS** - Specifications set forth in the quotation for any machine are subject to change without notice prior to ICON MACHINE TOOL, INC.'s acceptance of Buyer's purchase order.

**F.O.B. POINT** - The f.o.b. point stated in the quotation or in Buyer's purchase order as accepted by ICON MACHINE TOOL, INC. may be changed by ICON MACHINE TOOL, INC. if the Purchases are delivered to a port other than that to which originally destined because of circumstances beyond the control of the carrier or beyond the control of ICON MACHINE TOOL, INC. In such an event, Buyer is required to accept such Purchases f.o.b. such other port and may be required to pay any additional domestic overland freight charges from that other port to Buyer's designated destination.

**GOVERNING LAW** - The Contract shall be governed by and interpreted in accordance with the laws of the State of Missouri.

**ARBITRATION AND SUIT** - (1) Any controversy or claim instituted by Buyer and arising out of or relating to the Contract shall be resolved by binding arbitration to take place in Independence, Missouri under the auspices and commercial arbitration rules of the American Arbitration Association, the cost of such arbitration to be divided equally between ICON MACHINE TOOL, INC. and Buyer, and judgment upon the award rendered may be entered in any Court having jurisdiction. (2) Any controversy or claim instituted by ICON MACHINE TOOL, INC. and arising out of or relating to the Contract shall, at ICON MACHINE TOOL, INC.'s option, be resolved by binding arbitration and with division of the cost of arbitration as described in clause (1) above or by suit in any Court having jurisdiction. Anything hereinabove to the contrary notwithstanding, if ICON MACHINE TOOL, INC.'s claim against the Buyer is for the unpaid balance of the purchase price of the Purchases or for Buyer's violation of the provisions hereof, and if such claim is sustained by the arbitrators or by litigation, Buyer shall pay the entire cost of the arbitration or suit together with the counsel fees incurred by ICON MACHINE TOOL, INC. in connection with such arbitration or suit including the cost of collection of the judgment or award, all of which shall be made a part of such judgment or award. If ICON MACHINE TOOL, INC. shall successfully defend any controversy or claim instituted by Buyer (whether as an original action or as a counterclaim or cross action or otherwise), Buyer shall pay the counsel fees incurred by ICON MACHINE TOOL, INC. in defending against such controversy or claim.

**CAPTIONS AND GENDER** - The captions and headings hereof are for identification and convenience only and shall be disregarded in any interpretation of the provisions hereof. Use of masculine gender herein shall be construed where appropriate to include the feminine and neuter genders. Additionally, use herein of the singular shall include the plural and use herein of the plural shall include the singular.

**SALES OR DELIVERIES TO ENTITY DESIGNATED BY BUYER** - If Buyer shall at any time designate or permit any entity other than Buyer for purchase and/or delivery and/or use of the Purchases described in the Contract, Buyer and the entity or entities designated or permitted by Buyer for such Purchases and/or delivery and/or use of the Purchases shall be jointly and severally liable for the payment of the purchase price of the Purchases and shall be bound by these Terms and Conditions of Quotation and Sale. Buyer shall be responsible for delivering a copy of these Terms and Conditions of Quotation and Sale to each such entity. As used herein, the term "Buyer" shall include (but not be limited to) the individual or individuals and/or the business entity or entities requesting the price quotation whether or not such Buyer designates or permits another entity or entities for the Purchases and/or delivery and/or use of such Purchases and whether or not such entity or entities shall pay all or any part of the purchase price of the Purchases. Buyer and the purchaser and the consignee or user of the Purchases described in the Contract will be jointly and severally liable for the purchase price thereof, and Buyer, purchaser, consignee and user of such Purchases will be deemed to have agreed to require such purchaser, consignee or user of such Purchases to agree with ICON MACHINE TOOL, INC. to be bound by these Terms and Conditions of Quotation and Sale as they pertain to the purchase of such Purchases and use or operation of the Machine containing (using) any such Purchases, and upon request will supply to ICON MACHINE TOOL, INC. a copy of such agreement signed by such purchaser, consignee and/or user of such Purchases.