

TERMS AND CONDITIONS

1. **GENERAL** The sale of any Enshu products or other goods by Enshu (USA) Corporation ("Enshu") shall be subject to these Terms and Conditions pursuant to which the purchaser ("Purchaser") will purchase and Enshu ("Seller") will sell the product, and any accessories and attachments (collectively, the "Product") described in this SALES CONTRACT. These Terms and Conditions shall govern and apply to the sale of the Product to Purchaser, regardless of any terms and conditions appearing on any purchase order or other forms submitted by Purchaser to Seller, or the inconsistency of any terms therein and herein.

2. **CANCELLATION** Purchaser shall not cancel this SALES CONTRACT or cause the shipment to be delayed, except with the written consent of, and upon terms agreed to by, Seller.

3. **PRICE** All prices set forth on this SALES CONTRACT are F.O.B. location set forth on the front page hereof. All prices are exclusive of any and all taxes, including, but not limited to, excise, sales, use, property or transportation taxes related to the sale or use of the Product, now or hereafter imposed, together with all penalties and expenses. Purchaser shall be responsible for collecting and/or paying any and all such taxes, whether or not they are stated in any invoice for the Product. Purchaser shall indemnify and hold Seller free and harmless from and against the imposition and payment of such taxes. Seller, at its option, may at any time separately bill the Purchaser for any taxes not included in Seller's invoice and Purchaser shall pay said taxes, or in lieu thereof, shall provide Seller with a tax exemption certificate acceptable to taxing authorities. Unless otherwise specified herein, all prices are exclusive of inland transportation, freight, insurance and other costs and expenses relating to the shipment of the Product from the F.O.B. point to Purchaser's facility. Any prepayment by Seller of freight insurance and other costs shall be for the account of Purchaser and shall be repaid to Seller.

4. **PAYMENT DELINQUENCY CHARGE** Payment shall be made in accordance with the terms of this SALES CONTRACT. Seller reserves the right to charge interest at the rate of 1.5% per month (but not more than the maximum percentage permitted by law) on all balances not paid by Purchaser within the designated net terms. Seller reserves the right at any time to revoke any credit extended to Purchaser because of Purchaser's failure to pay for any goods when due or for any other reason deemed to be good and sufficient by Seller. Seller shall have no obligation to make sale or shipment of any products to Purchaser, in any manner, if at any time the financial responsibility of Purchaser becomes impaired or unsatisfactory to Seller, or if at the time of such sale or shipment, Purchaser is delinquent in the payment of any account to Seller. In the event Purchaser shall be in default of any terms and conditions hereof, or becomes insolvent or proceedings are instituted to declare Purchaser bankrupt, or a receiver is appointed for Purchaser in any court, Seller may at its option terminate this SALES CONTRACT and/or declare any and all claims or demands against Purchaser held by Seller immediately due and payable, together with any and all attorneys' fees and costs incurred by Seller in enforcing its rights hereunder, all of which Seller may sue for and recover from Purchaser.

5. **DELIVERY** Seller shall exert reasonable efforts to cause the Product to be shipped and delivered in accordance with the terms and provisions of this SALES CONTRACT. Title to the Product shall pass at the F.O.B. point designated on this SALES CONTRACT. Notwithstanding the provisions contained in this SALES CONTRACT to the contrary, Seller shall not be responsible or liable for any loss or damage whatsoever, including loss of income and/or profits, incidental, special or consequential damages resulting from Seller's delayed performance in shipment and delivery of the Product for any reason whatsoever. All risk of damage or loss to the Product at any time after arrival at the F.O.B. point set forth on the front page hereof is assumed by Purchaser and such damage or loss shall not operate in any way to release Purchaser from any of its obligations hereunder or otherwise. Upon written notice to Purchaser, Seller reserves the right to ship the Products on an installment basis in the event that Seller is unable to deliver the Product in one shipment.

6. **INSTALLATION** Unless otherwise stated herein, Purchaser, at its sole cost and expense, shall furnish such materials, labor and equipment as may be necessary for the prompt erection, assembly and installation of the Product. In this regard, Purchaser shall (a) provide all transportation and necessary rigging services, (b) uncrate the Product and deliver it to the floor of the plant, (c) provide all utilities required for assembly to the Product, and (d) provide such other services as may be required to allow Seller to place electric leads into the Product.

7. **WARRANTY** Seller warrants that the Products sold hereunder will be free from defects in material and workmanship for a period of one year from the date the Product is installed at Purchaser's plant, unless otherwise specified on the front page of this document. SELLER'S WARRANTY HEREIN IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES OF SELLER AND THE MANUFACTURER OF THE PRODUCT - (COLLECTIVELY, "MANUFACTURING AND SELLING PARTIES"), 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. IN NO EVENT SHALL SELLER OR THE MANUFACTURING AND SELLING PARTIES BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, WHETHER OR NOT CAUSED BY OR RESULTING FROM THE NEGLIGENCE OF SELLER AND/OR THE MANUFACTURING AND SELLING COMPANIES, UNLESS SPECIFICALLY PROVIDED HEREIN. IN ADDITION, THIS WARRANTY SHALL NOT APPLY TO ANY PRODUCT OR PORTIONS THEREOF WHICH HAVE BEEN SUBJECT TO ABUSE, MISUSE, IMPROPER INSTALLATION, MAINTENANCE OR OPERATION, ELECTRICAL FAILURE OR ABNORMAL CONDITIONS, AND TO ANY PRODUCT WHICH HAS BEEN TAMPERED WITH, ALTERED, MODIFIED, REPAIRED, OR REWORKED BY ANYONE NOT APPROVED BY SELLER. PURCHASER'S SOLE AND EXCLUSIVE REMEDIES UNDER THIS WARRANTY SHALL BE LIMITED, AT SELLER'S EXCLUSIVE DISCRETION, TO: (1) REPLACEMENT OF ANY DEFECTIVE PRODUCT OR PART THEREOF; (2) REPAIR OF ANY DEFECTIVE PRODUCT OR PART THEREOF; OR (3) RETURN OF THE PURCHASE PRICE IN EXCHANGE FOR RETURN OF THE PRODUCT. UNLESS SPECIFICALLY PROVIDED HEREIN, THIS WARRANTY SHALL NOT APPLY TO THE PORTIONS OF THE PRODUCT NOT MANUFACTURED BY ENSHU, LTD. ("EL"), INCLUDING, BUT NOT LIMITED TO, THE CONTROL. SELLER SHALL ASSIGN TO PURCHASER SUCH WARRANTIES AS SELLER SHALL RECEIVE FROM THE MANUFACTURER OF SUCH PORTIONS OF THE EQUIPMENT WHICH ARE MANUFACTURED BY MANUFACTURERS OTHER THAN EL. SUCH PORTION OF THE EQUIPMENT SHALL BE SEPARATELY WARRANTED BY SUCH MANUFACTURERS. No agent, employee or representative of Seller has the authority to bind Seller to any affirmation, representation or warranty concerning the Product sold hereunder, and unless such affirmation, representation or warranty made by an agent, employee or representative is specifically included in this SALES CONTRACT, it will not form a part of the basis of this SALES CONTRACT and shall in no way be binding upon the Seller or enforceable by Purchaser. This warranty is not assignable or otherwise transferable to any subsequent purchaser or user of the Product and any sale or other transfer of the Product or any such attempted assignment and transfer of this warranty shall void Seller's warranty and Seller shall thereafter have no further obligation or liability with regards thereto.

8. **SECURITY INTEREST** Purchaser hereby grants to Seller and Seller hereby retains a continuing purchase money security interest in the Product and all of the equipment sold and delivered by Seller to Purchaser, whether presently in the possession of Purchaser or hereafter acquired, and all spare parts and components therefor, together with any and all proceeds of sale or other disposition of the Product, including, but not limited to, cash, accounts, contract rights and chattel paper. Purchaser shall join with Seller in executing one or more financing statements pursuant to the Uniform Commercial Code in force in Purchaser's state of business in a form satisfactory to Seller to evidence Seller's security interest in the Product. Purchaser shall keep the Product free from any adverse lien, security interest or encumbrance and will not store the Product or any part thereof or use the Product in violation of any statute or ordinance. In the event Purchaser shall be in default under this SALES CONTRACT, Seller shall have the remedies of a secured party under the Uniform Commercial Code in force in the state where the Product is located. In the event of failure of Purchaser to timely make payment or any other default, Seller may enter the Purchaser's premises, remove the Product, and/or otherwise render the Product unusable by electronic or other means.

9. **PATENT INFRINGEMENT** Seller's liability for patent infringement (and the liability of the Manufacturing and Selling Parties) is limited to Seller's defense of any suit or proceeding brought against Purchaser based on a claim that the Product sold hereunder when employed in the manner intended by Seller, constitutes an infringement of any patent of the United States. If Purchaser's use of the Product in the manner intended by the Seller is finally enjoined, Seller shall, at its option, procure for Purchaser the right to continue using the Product, replace the same with non-infringing product, modify the Product so that it becomes non-infringing, but equivalent to the Product sold hereunder, or refund the purchase price (less allowance for use, damage or obsolescence). In no event will Seller and the Manufacturing and Selling Parties be liable for any patent infringement based upon the use of the Product for a purpose other than for which it is sold by Seller. Seller makes no warranty against patent infringement resulting from portions of the Product made to Purchaser's specifications or the use of Product in combination with any other Product or in the practice of any process and if a claim, suit or action is based thereon, Purchaser shall defend, indemnify and save Seller and the manufacturing and Selling Parties harmless from and against any and all claims, losses or damages arising therefrom.

10. **CONFIDENTIALITY** All drawings, designs, specifications, manuals and programs furnished to Purchaser by Seller shall remain the confidential and proprietary property of Seller. All such information, except as may be found in the public domain, shall be held in strict confidence by Purchaser and shall not be disclosed by Purchaser to any third parties. Copyright in all materials made available by Seller shall remain in Seller at all times.

11. **SAFETY PRECAUTIONS** Purchaser shall require employees to use all safety devices, guards, and proper safe operating procedures as set forth in manuals and instructions furnished by Seller. Purchaser shall not remove or modify any such device, guard or sign. It is the Purchaser's responsibility to provide all the means that may be necessary to effectively protect all employees from serious bodily injury, which otherwise may result from the method of particular use, operation or set-up or service of the Product. If Purchaser fails to comply with such provisions of this paragraph of the applicable standards or regulations aforementioned, Purchaser shall indemnify and save Seller harmless from and against any and all claims, losses or damages arising therefrom.

12. **FORCE MAJEURE** Seller's obligation hereunder are subject to, and Seller shall not be held responsible for, any delay or failure to make delivery of all or any part of the Product due to labor difficulties, fires, casualties, accidents, acts of the elements, acts of God, transportation difficulties, delays by a common carrier, inability to obtain Product, materials or components or qualified labor sufficient to timely perform part of or all of this SALES CONTRACT, governmental regulations or actions, strikes, damage to or destruction in whole or part of manufacturing plant, riots, civil commotions, warlike conditions, flood, tidal waves, typhoon, hurricane, earthquake, lightning, explosion or any other causes, contingencies, or circumstances within or without the United States not subject to the Seller's control which prevent or hinder the manufacture or delivery of the Product or make the fulfillment of this SALES CONTRACT impracticable. In the event of the occurrence of any of the foregoing, at the option of Seller, Seller shall be excused from the performance of this SALES CONTRACT, or the performance of the Seller shall be correspondingly extended.

13. **GOVERNING LAW, JURISDICTION, VENUE AND WAIVER OF TRIAL BY JURY** This SALES CONTRACT will be binding and effective only when signed by a duly authorized representative of Seller. Except for the perfection of any security interest or lien in any other state, and except as otherwise provided herein, this SALES CONTRACT will be governed and construed in all respects by the Internal laws and decisions, other than any conflict of laws provisions, of the State of Illinois, including, without limitation, all matters of construction, validity, enforceability, and performance. PURCHASER (I) CONSENTS AT SELLER'S ELECTION AND WITHOUT LIMITING SELLER'S RIGHT TO COMMENCE AN ACTION IN ANY OTHER JURISDICTION, TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY COURT (FEDERAL, STATE, OR LOCAL) SITUATED IN THE STATE OF ILLINOIS; (II) WAIVES ANY OBJECTION TO IMPROPER VENUE AND FORUM NON-CONVENIENS; AND (III) CONSENTS TO SERVICE OF PROCESS BY CERTIFIED MAIL, POSTAGE PREPAID, ADDRESSED TO PURCHASER AT ITS ADDRESS AS SET FORTH HEREIN. PURCHASER HEREBY WAIVES TRIAL BY JURY. Purchaser shall bring any action arising out of this SALES CONTRACT only in the federal or state courts in the State of Illinois. In the event Purchaser institutes any action in any court other than a court located in the State of Illinois, Purchaser shall assume all of Seller's costs in transferring said proceeding to a court located in the State of Illinois, including, without limitation, reasonable attorneys' fees.

14. MISCELLANEOUS PROVISIONS

(a) This SALES CONTRACT constitutes the entire agreement between Seller and Purchaser as it relates to this transaction and the liability of the Manufacturing and Selling Parties and supersedes any and all prior agreements, correspondence, quotations or understandings heretofore in force between the parties relating to the subject matter hereof. There are no agreements between Seller and Purchaser with respect to the Product herein except those specifically set forth in and made part of this SALES CONTRACT. Any additional terms, conditions and/or prices are rejected by Seller.

(b) If any term or condition or part of this SALES CONTRACT is held invalid, the remaining terms and conditions of this SALES CONTRACT shall not be affected thereby.

(c) This SALES CONTRACT may be modified, canceled or rescinded only by a written agreement of both parties executed by their duly authorized agents.

(d) No claim arising out of any breach of this SALES CONTRACT may be discharged in whole or in part by waiver or renunciation of such claim unless such waiver or renunciation is in writing and signed by the parties hereto.

(e) All rights available to Seller under the Uniform Commercial Code except as specifically limited or excluded herein (even though not specifically enumerated), are reserved to Seller as remedies available in the event of default of Purchaser.

CUSTOMER SUPPORT / SERVICE PARTS TERMS AND CONDITIONS

Any quotation, contract or acceptance of any order issued by Enshu USA Corporation or Enshu Limited ("Seller") in relation to the sale of customer support and/or service parts ("goods") shall be subject to the following terms and conditions. Seller hereby objects to any terms and conditions in Buyer's purchase order or other document which are additional to or different than these Terms and Conditions of Sale, whether or not the additional or different terms would materially alter the contract. These Terms and Conditions of Sale will prevail over any conflicting or different terms or conditions of any other document forming a part of the contract.

PRICES

1. All prices for service parts are F.O.B. Seller's Schaumburg, IL facility.
2. All prices are subject to change without notice and may be withdrawn at any time prior to Seller's acceptance of Buyer's order by Seller's Home Office. In any event, prices become invalid thirty (30) days after date of quotation.
3. Prices do not include excise, sales, use, and transportation taxes of any taxing authority. If not included in the invoice for the goods, such taxes may be invoiced at a later date.

CANCELLATION CHARGES, SPINDLE CORE DEPOSITS

1. Buyer may terminate this contract only with the written consent of Seller authorized factory personnel - Customer Support.
2. Cancellation charges, if any, including field service, design modifications or special accessories / components will be promptly furnished by Seller to Buyer. Failure to pay cancellation charges promptly (within 10 days) when invoiced will void any prior agreement by Seller to cancel.
3. Restocking and Deposits:
 - * Standard restocking fee = 20%
 - * Spindle core deposits are determined by Seller. If a return core spindle is determined unrepairable determined by the Seller, or has any missing parts, the spindle core deposit will not be refunded to Buyer.

DELIVERY

1. Delivery times stated in the quotation are given as estimates only and are subject to prior sale and to confirmation by the Home Office at the time of placing the order.
2. Delivery may be subject to unavoidable delays, and Seller shall be free of any and all liability and penalty for delayed shipment because of any cause not within Seller's control, including but not limited to: strikes, fire, accident explosion, or acts of God, or because of any priority system established by the United States Government, any of its agents, or any other authority having jurisdiction. (Any applicable priority rating must be clearly indicated on each order). Seller shall under no circumstances be liable for any direct or indirect or special, incidental or consequential losses, costs or penalties incurred or suffered by Buyer as a result of Seller's inability or failure for any reason to meet specified delivery dates.
3. Estimated delivery times are based on the assumption that all required technical data, including approval drawings, special documentation, or special components, if applicable are received from Buyer in accordance with the schedule specified by Seller.

SECURITY INTEREST

Seller reserves a security interest in all goods sold to Buyer to secure all obligations of Buyer to Seller, whether or not arising under this contract.

TERMS OF PAYMENT

Unless otherwise specified, terms of payment are NET thirty (30) days from date of invoice, subject to approval by Enshu USA Corporation, and payable in U.S. funds.

EXCLUSION OF WARRANTIES: LIMITATION OF LIABILITY

1. Seller warrants that goods manufactured by it will be free from defects in workmanship and material for the applicable time period described below. The foregoing warranty is in favor of the original purchaser only, and not any other person or entity. Goods manufactured by others than Seller are sold exclusively under such warranty as the manufacturer may give to Seller and to the extent transferable to Buyer. Goods such as belts, batteries, hoses, oil skimmers, filters, oils, lubricants, coolant, and consumable items are not covered and are responsibility of the Buyer. Seller further warrants that its goods will be designed and manufactured to perform the mechanical functions expressly stated in Seller's specifications; provided the equipment is maintained and operated under proper conditions by competent, adequately trained personnel.

a.) Goods - Service Parts: If any service part, excluding replacement spindles, be found within ninety (90) days from date of shipment to have been defective when shipped, and provided immediate notification in writing is given to Seller, Seller will replace or repair such part at the option of Seller.

b.) Goods - Replacement Spindles: If any replacement spindle be found within six (6) months from date of installation or six (6) months from shipment, whichever comes first, to have been defective when shipped, and provided immediate notification in writing is given to Seller, Seller will replace or repair such spindle at the option of Seller.

NOTE:

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FREEDOM FROM INFRINGEMENT CLAIMS, AND FITNESS FOR A PARTICULAR PURPOSE AND CONSTITUTES THE ONLY WARRANTY WITH RESPECT TO THE GOODS OR SERVICES SOLD HEREUNDER AND NO OTHER WARRANTY IS GIVEN WHICH EXTENDS BEYOND THE DESCRIPTION ON THE FACE HEREOF.

2. Because of conditions over which Seller has no control attending Buyer's use of the goods sold, the parties agree that Buyer's sole and exclusive remedy against Seller for any breach of warranty or other term or condition shall be for the replacement or repair of the defective goods, in Seller's sole discretion. Buyer shall assume responsibility and expense for removal, reinstallation and freight in connection with the foregoing remedies. Seller shall have the right to dispose of any products or parts replaced by it.

3. IN NO EVENT WILL SELLER BE LIABLE TO BUYER OR ANY OTHER PARTY UNDER ANY CLAIM OR CIRCUMSTANCES (INCLUDING, BUT NOT LIMITED TO, ANY CIRCUMSTANCE INVOLVING A FINDING THAT A WARRANTY OR REMEDY HAS FAILED OF ITS ESSENTIAL PURPOSE), WHETHER THE CLAIM SOUNDS IN CONTRACT, TORT OR OTHER LEGAL THEORY, FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS OR REVENUE, LOST SALES, LOST GOODWILL, OR LOSS OF USE OF ANY GOODS OR OTHER PRODUCTS.

4. FOR ANY CLAIM OF ANY KIND AGAINST SELLER CONCERNING THE GOODS OR SUPPORT SERVICES, BUYER WILL BE LIMITED TO RECOVERING ONLY ITS DIRECT DAMAGES UP TO THE AMOUNT PAID TO SELLER FOR SUCH GOODS OR SERVICES (EXCLUSIVE OF TRAINING CHARGES (IF ANY), SHIPPING CHARGES, FREIGHT, TAXES AND SIMILAR CHARGES).

SERVICE

All service work performed by Seller for defects in goods repaired or replaced during standard hours under the warranty provisions as described above, will be provided during straight time working hours, using commercial transportation means at no cost to Buyer except that service work for purchased accessories will be provided only under those terms as the manufacturer may give to Seller, and to the extent enforceable by Seller. Buyer agrees to make the equipment immediately available and to provide at no cost, operators, programmers, maintenance personnel, tools and other assistance as required. All service work on equipment not covered by Seller's warranty, or all service work performed after the warranty period has expired will be charged at the prevailing rate, plus all expenses, transportation, materials and parts. Buyer shall assume all responsibility.

CLAIMS

All claims by Buyer against Seller that goods shipped hereunder or customer support provided hereunder do not conform to any applicable warranty or specification, and all other claims made hereunder by Buyer, must be in writing and received by Seller within the warranty period, and within 10 days of the date of Buyer's detection of defect. Failure to give such notice within such time period shall constitute a waiver by Buyer of all claims with respect to such goods. Also, no goods are to be returned to Seller without a Return Goods Authorization (RGA). Goods shipped to Seller without such approval may be returned to Buyer at Buyer's expense.

PART RETURNS

- * All part returns require a Return Goods Authorization (RGA) and may require a Claim Report.
- * All spindle core returns require a Spindle Claim Report.
- * Any part return may be subject to a restocking or processing fee. Returns without an RGA are subject to additional fees and/or will be returned freight collect. Returns in excess of quantity approved are subject to additional fees. Credit will be issued for items deemed to be in saleable (or in the case of Cores - repairable) condition.
- * A returned part that is deemed to be non-repairable or non-resellable will receive no credit, and will be scrapped. An exception will be made for parts returned as defective or ruined.
- * All Electrical and Electronic Parts must be unused and in the original sealed container to receive full credit. The part will otherwise receive a core credit for 10% of the listed value.
- * An exception will be made for parts that have been approved to be provided for troubleshooting purposes. When a part is used by a Seller representative to troubleshoot:

the part will receive full credit with no restocking fee.

When used by Buyer personnel: the part will receive full credit less a standard restocking fee.

* Seller will issue warranty return credit upon certification of the warranty claim. A failure analysis will be performed where warranty determination requires it.

TITLE

Delivery of goods to a carrier by Seller, consigned to Buyer or as Buyer may direct, shall constitute transfer of title, ownership, possession and property in, and to the goods at such point of delivery and such carrier shall thereafter be deemed to be acting for Buyer and Buyer shall have risk of loss or damage to the goods.

ENGINEERING CHANGES

The specifications referenced herein were in effect at the time the proposal and / or catalog were approved for printing and represent only a general guide to the goods and services described therein. Seller reserves the right to discontinue or to make changes on any model at any time and to change specifications or designs without notice, and without incurring any obligation to Buyer.

EXPORT TERMS

Certain goods and/or customer support services supplied by Seller are regulated for export by the United States. Where the goods and/or customer support services are supplied for export from the United States, the provisions of this section shall (subject to any special terms agreed to in writing between Buyer and Seller) apply notwithstanding any other provision of these Terms and Conditions of Sale. Seller shall be responsible for complying with any United States export legislation and regulations governing the exportation of the goods and/or support services (including technical data). Seller, at its sole discretion, will determine whether an export license must be obtained from a United States governmental agency. Provided, however, Buyer shall provide all necessary information for Seller to make such licensing determination, including but not limited to end-user statements, letters of assurance, foreign national information, or other information as requested by any United States governmental agency. Seller's acceptance of a purchase order is expressly made conditional on the issuance of any required United States government export license.

Buyer agrees that it shall not, directly or indirectly, export or transmit any Seller goods and/or support services covered by this Agreement to any country or end-user to which such export or re-export is restricted by the applicable regulations of the United States or any agency thereof, without the prior written consent from the U.S. Department of Commerce, Washington, D.C. 20230, and any other required governmental agency.

PRECEDENCE

Seller's acceptance of an order is expressly made conditional on assent to these Terms and Conditions of Sale. Goods shipped prior to such assent are shipped as an accommodation only. If Buyer does not accept the goods on these terms, they are to be returned at once, unopened and unused, subject to prompt payment of appropriate cancellation/ restocking charges. Otherwise, receipt of such goods will be deemed assent to these Terms and Conditions of Sale.

TAXES

It is understood that if no sales or use taxes are collected on these purchases, the reason therefore is that it is believed by Seller and Buyer that no such taxes are applicable thereto. If either Seller or Buyer is hereafter required to collect or make payment of any such taxes on these purchases, Buyer will make payment of any such taxes, together with any interest and penalties thereon to the appropriate tax authorities and if Seller for any reason makes payment thereof, Buyer will forthwith reimburse Seller for the entire amount so paid.

GOVERNING LAW AND FORUM SELECTION; LIMITATIONS

This contract, the construction of this contract, all rights and obligations between Seller and Buyer, and any and all claims arising out of or relating to the subject matter of this contract (including all tort claims), will be governed by the laws of the State of Illinois U.S.A., without regard to its conflict of laws principles. The rights and obligations of the parties to this contract will not be governed by the provisions of the 1980 UN Convention on Contracts for the International Sale of Goods; rather these rights and obligations will be governed by the laws of Illinois. Any litigation or other legal proceeding based upon or in any way related to this contract, its subject matter, or the rights or obligations of Seller and Buyer, will be brought exclusively in an appropriate court of competent jurisdiction (state or federal) located in Cook County, Illinois, and must be brought within two (2) years after the claim accrued. Any action brought in any such court may not be transferred or removed to any other court. Each party consents to the exercise of jurisdiction over it by the above-named courts as its freely negotiated choice of forum for all actions subject to this forum selection clause.