

UPON ACCEPTANCE OF YOUR PURCHASE ORDER BY Allen Trench Safety AND IN CONSIDERATION OF THE GOODS AND SERVICES BEING PROVIDED TO YOU BY Allen Trench Safety, YOU ACKNOWLEDGE AND AGREE TO THE FOLLOWING TERMS & CONDITIONS INCORPORATED INTO THIS SALE AND PURCHASE TRANSACTION. (For purposes hereof, the terms "Purchaser" and "you" may be used interchangeably):

ESTIMATES: Estimates provided by Allen Trench Safety are not an offer, nor are the prices guaranteed. Prices quoted in Estimates shall expire and are subject to change without notice after fourteen (14) days from submittal. Estimates provided by Allen Trench Safety reflect our best judgment of the price of the goods based on current information at the time the Estimates are issued. All Estimates are subject to final review, change and acceptance by Allen Trench Safety upon receipt of a Purchase Order.

CONFIDENTIALITY: ALL ESTIMATES, QUOTES AND ORDER CONFIRMATIONS ARE CONFIDENTIAL INFORMATION. Purchaser shall hold in trust and confidence, and not divulge to any third party, or otherwise make any use for the benefit or advantage of the Purchaser and/or competitive disadvantage of Allen Trench Safety, directly or indirectly, any Confidential Information, including pricing, discounts, drawings, dimensions or designs and/or trade secrets, without the prior written consent of Allen Trench Safety. Purchaser shall not disclose or furnish to others, reproduce, duplicate or use for others, any Confidential Information furnished to Purchaser in accordance with this Agreement, without prior written consent of Allen Trench Safety.

ACCEPTANCE OF ORDERS: Allen Trench Safety reserves the right to accept Orders on the basis of prices in effect at the time the Order is acknowledged. These Terms and Conditions may not be varied, modified, changed, or supplemented in any way, unless the change is approved by Allen Trench Safety in writing. All contracts and agreements shall be construed in accordance with the laws of the State of Michigan, as set forth in the section below titled "Governing Law."

CHANGES IN PRICES: Allen Trench Safety reserves the right to change prices as follows:

a. BEFORE ACCEPTANCE OF ORDER - The prices quoted in our Estimate are based upon our present costs and existing conditions, and are subject to change after fourteen (14) days for any reason or at any time prior to our acceptance of Purchaser's Order(s) on account of a clerical, design, or drawing error, misunderstanding, and/or change made for safety purposes, to reduce risk of injury or damage to property, and/or to comply with OSHA, building and/or other state, federal or local standards, statutes, requirements, rules or regulations.

b. AFTER ACCEPTANCE OF ORDER – Allen Trench Safety shall have the right at any time and from time to time after acceptance of Purchaser's Order to increase the prices specified herein to reflect as nearly as is reasonably possible any significant increase in the cost of labor or materials occurring subsequent to the date the Order was accepted, but such increase in prices shall apply to the portion of the Order which is unshipped at the time such increases in cost become effective. For purposes of this provision, an increase by ten percent (10%) or more shall be considered "significant."

PAYMENTS: This Order must be prepaid in full before production will begin on the Order, unless prearranged credit terms have been agreed to in writing between Allen Trench Safety and Purchaser. Any past due accounts shall bear interest at the rate of 1.5% per month until paid in full. If Purchaser fails to perform as required herein, then Allen Trench Safety may terminate this Agreement and be relieved of all obligations hereunder. Allen Trench Safety reserves the right to place a customer (having prearranged credit) with past due accounts on a C.O.O. (Cash on Order) basis for new Orders. Purchaser agrees to reimburse Allen Trench Safety all of its attorneys' fees and expenses incurred in collecting outstanding account balances.

PRICES: All levies, excise taxes, and other charges which Allen Trench Safety may be required to pay or collect, under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing, use consumption or transportation of any of the materials and/or goods covered hereby shall be the responsibility of Purchaser, and Purchaser agrees to pay Allen Trench Safety the amount thereof upon request, in addition to the prices shown elsewhere on the Estimate and/or Order Acknowledgement. If Allen Trench Safety's costs are increased as a direct or indirect result of governmental action or significant increases in the cost of labor or material occurring subsequent to the date hereof, prices, levies, taxes or other state, federal and/or local charges applicable to the unshipped balance of this Order may be increased by us to reflect, as nearly as is reasonably possible, such increased costs.

EQUIPMENT CHANGES: Purchaser shall be responsible not less than 10% of the structural subtotal that appears on the Estimate plus additional material costs and engineering costs if changes are not submitted by Purchaser and accepted by Allen Trench Safety within three (3) business days of Allen Trench Safety's

receipt of the Purchase Order or before Acknowledgement by Allen Trench Safety, whichever occurs first.

CORRECTION OF ERRORS: Any errors in our Estimate or Order Acknowledgement are subject to correction Allen Trench Safety without limitation or default.

CREDIT: All Orders are subject to credit approval. Allen Trench Safety may refuse shipment or cancel unfilled Orders if Purchaser is: i) delinquent in any payment, or ii) the status of the account warrants, or iii) if Allen Trench Safety deems Purchaser to be insecure. Allen Trench Safety shall deem itself insecure in good faith believing that the prospect of payment, performance, or observance of any of Purchaser's obligations is impaired.

CANCELLATIONS: Cancellation of Orders by Purchaser may be made only with Allen Trench Safety's consent in writing. In the event of cancellation, Purchaser shall be liable for all material, labor, engineering, manufacturing and administrative overhead costs incurred previously or thereafter by Allen Trench Safety.

TAXES: Purchaser assumes and agrees to pay taxes of any kind, including Federal, State or Municipal taxes, which may now or hereafter be imposed on this transaction, or on the manufacture, shipment, sale, lease, possession, ownership or use of any goods.

INTERNATIONAL ORDERS: Allen Trench Safety is committed to providing excellent service and support for all Orders. In order to continue providing the best service, the following protocols have been implemented for all international orders:

Prepayment: All Orders must be prepaid in full before the shipment date. Specifically, 50% of the balance must be paid before Allen Trench Safety starts processing the Order and the remaining 50% balance must be paid prior to shipment of the

Order. Payment is accepted by sending Allen Trench Safety a check in US dollars (drawn on a US bank) or by wiring the money directly to Allen Trench Safety's bank. Please contact Allen Trench Safety for bank details.

Import Taxes, Duties and Customs Fees: International shipments may be subject to import taxes, duties and/or customs fees. These fees are the sole responsibility of the Purchaser. Further, if a shipment is refused and/or returned, Purchaser will be responsible for any import taxes and/or return shipping costs incurred by Allen Trench Safety. As these fees are specific for the destination country, we do not know what the amount will be. The shipping and handling fees applied by Allen Trench Safety on Purchaser's Estimate and/or Order Acknowledgement do NOT cover any duties, taxes or brokerage fees. Purchaser should be prepared to pay these fees when the goods are delivered. To be clear, if the shipment is refused or returned to Allen Trench Safety for any or no reason, all shipping expenses, customs charges, and/or fees, will be charged to you, the Purchaser.

DELIVERY & TRANSPORTATION: Dates of shipment and/or delivery are estimated, unless dates of shipment and/or delivery have been acknowledged in writing by Allen Trench Safety as an essential part of the agreement for that particular Order. The Estimated Ship Date is when the system will be on dock for

transportation pickup. Notwithstanding, Allen Trench Safety shall not be liable for delay in or failure to make delivery due to causes beyond its control, such as strikes, fires, epidemics, acts of God, acts of Purchaser, governmental action, war, riot, unavoidable delays such as back orders from suppliers, other labor difficulties, equipment breakdown, design requirements, accidents or delays in transportation, and the like or for any reason beyond Allen Trench Safety's control. All rush Orders will incur a 5% surcharge

above selling price. Certain stock items and special promotions may exclude the surcharge. Allen Trench Safety will not pay freight on incomplete or inaccurate shipments. Unless otherwise specified, all shipments made by Allen Trench Safety are EXW at Purchaser's risk from Allen Trench Safety's facility; Allen Trench Safety does not make any guarantee as to delivery at the final destination. Allen Trench Safety assumes no responsibility for delays, breakage or damage after having made delivery to a carrier, at which time all risk of loss for any cause passes to Purchaser. Allen Trench Safety will notify Purchaser when goods are ready for pickup or delivery. Any unloading at a final destination and/or construction site is not included in the selling price. The unloading is to be performed by Purchaser and its employees. Insurance for unloading/loading at the final destination shall be borne by Purchaser. Any order shipped other than EXW Allen Trench Safety place of business must have a separate notation on the Order Acknowledgement and the notation must be separately acknowledged and signed by a Management Representative of Allen Trench Safety.

RESTOCKING: Restocking charges of 25% apply to standard manufactured goods. Custom goods built to or in response to Purchaser requirements or specifications, or otherwise non-standard in design, are not eligible for restocking.

DEMURRAGE: If Purchaser requests a delay in delivery and Allen Trench Safety agrees to such a delay, Purchaser is subject to any demurrage and storage charges involved. Purchaser agrees that payment of these charges does not relieve Purchaser from fulfillment of any other obligations by Purchaser specified by this Agreement. Any demurrage and storage charges involved shall be paid within ten (10) days of the invoice date.

DAMAGED GOODS POLICY: The following is the adopted practice for damaged goods.

a. In order to receive compensation for receipt of damaged goods whether due to shipping or a factory defect, Purchaser must sign the Bill of Lading as usual, but also must note on it that the goods were received damaged. Since the goods may have been damaged in shipping, Purchaser must pay Purchaser's shipping bill for the insurance estimator to investigate any claim.

b. Purchaser should contact the freight carrier immediately and have an estimator come out to inspect the load. This is Purchaser's responsibility since Allen Trench Safety's product is shipped EXW Allen Trench Safety's facility.

c. Next, Purchaser can place Purchaser's new Order with Allen Trench Safety for the replacement components required. Purchaser will then receive an invoice for the replacement components purchased. Purchaser must then pay the new invoice amount in full.

d. Allen Trench Safety is not responsible for any costs incurred by Purchaser resulting from damage to goods due to loading, shipping, transportation, and unloading.

e. To be clear, if goods are damaged when received by Purchaser, the Bill of Lading must be signed and labeled "Damaged Goods" as stated above in this Paragraph, subparagraph (a). Any damages must be reported to Allen Trench Safety in writing within ten (10) days of the date of delivery. Allen Trench Safety shall then have a reasonable opportunity to investigate, and remedy or repair said defects if caused by Allen Trench Safety prior to shipment EXW Allen Trench Safety place of business or from another location otherwise accepted by Allen Trench Safety (as acknowledged in accordance with the section above titled

“Delivery & Transportation”). Purchaser shall return to Allen Trench Safety all parts and components claimed to be defective. If it is determined by Allen Trench Safety that such parts and/or components were damaged by Allen Trench Safety, the parts and/or components must be returned to Allen Trench Safety within 30 days after a valid claim is acknowledged, otherwise Purchaser will be charged for the costs of the replacement parts and components. Further, Purchaser shall be responsible for any expedited shipping costs, if expedited shipping is requested by Purchaser.

f. No service, repairs, parts or back charges from Purchaser to Allen Trench Safety will be accepted, unless the following protocol is strictly followed: Details of the occurrence must be documented along with clear photographs, signed, dated and emailed over to Allen Trench Safety for review. Allen Trench Safety, at that time, will determine the cause of the damage and inform Purchaser what work is authorized to be performed and the time allocated to rectify the situation, if deemed caused by Allen Trench Safety. Allen Trench Safety reserves the right to deny any and all charges from Purchaser and/or firm(s) representing Purchaser if such charges are determined by Allen Trench Safety to be unreasonable or not necessary. A requisition or work order will be given by Allen Trench Safety before any work is performed by Purchaser or any other firm (s) representing Purchaser on the goods purchased.

RESPONSIBILITY: No responsibility will be assumed by Allen Trench Safety for any changes or alterations made by Purchaser nor for work done or expenses incurred by Purchaser in connection with repairs and/or replacements, except as authorized in writing by an officer of Allen Trench Safety (namely the President, Vice-President and/or Head of Operations of the division responsible for such Order) in strict accord with the

procedure stated above in the section titled "Damaged Goods Policy."

TRADE-INS: If a trade-in is involved, Purchaser warrants that Purchaser has good and marketable title to the traded goods, which goods are free and clear of all liens and encumbrances.

SECURITY INTEREST: Allen Trench Safety retains a security interest in all goods sold pursuant to this Agreement until payment in full is received by Allen Trench Safety Purchaser hereby authorizes Allen Trench Safety to file financing statements to evidence the security interest reserved by Allen Trench Safety hereunder. If Purchaser fails to pay its account in full when due, then Allen Trench Safety may obtain immediate possession of the equipment and goods by any and all legal means. Allen Trench Safety also has the right to terminate outstanding agreements and contracts in the event of a default by Purchaser.

GOVERNING LAW: Our agreement and these Terms and Conditions shall be governed and construed in all respects in accordance with the laws of the State of Michigan, excluding conflicts of law rules and principles. Further, the Michigan state courts located in Barry County and the U.S. District Court of the Western Region Southern District of Michigan, shall have exclusive jurisdiction to determine the validity, construction, breach, and/or performance of our agreement and these Terms & Conditions, including any dispute arising hereunder or on Purchaser's account. Purchaser hereby submits to the personal jurisdiction and venue of these Michigan Courts and waives any claim of forum non conveniens or rights to transfer to another judicial district outside Barry County and the U.S. .

LIMITATION OF LIABILITY: IN NO EVENT SHALL ALLEN TRENCH SAFETY BE LIABLE TO PURCHASER FOR INDIRECT,

INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE. ALLEN TRENCH SAFETY'S LIABILITY FOR ANY CLAIM FOR LOSS OR LIABILITY ARISING OUT OF OR CONNECTED WITH THE ESTIMATE, QUOTATION, PURCHASE ORDER, OR ORDER ACKNOWLEDGEMENT FOR THE DESIGN, MANUFACTURE, SALE, DELIVERY, RESALE, AND/OR USE OF ANY GOODS (INCLUDING, BUT NOT LIMITED TO LOSS OR LIABILITY ARISING FROM NEGLIGENCE OR BREACH OF CONTRACT), SHALL IN NO CASE EXCEED THE UNIT PRICE OF THE GOODS OR PART THEREOF INVOLVED IN THE CLAIM.

INDEMNIFICATION: Purchaser hereby agrees to indemnify and hold Allen Trench Safety harmless from and against any and all claims, demands, liabilities and expenses of every nature and kind (including attorney's fees) arising out of damage to property or injury to or death of any person related to or arising out of

any use of the goods by Purchaser or any subsequent owner or user of such goods. Further, if this Order covers materials, goods, or articles which are to be manufactured specifically for Purchaser, Purchaser agrees to indemnify and hold Allen Trench Safety harmless from all loss, cost, damages and expenses (including reasonable attorneys' fees) caused or brought about by claims, demands or suits (irrespective of the fact that the same may be groundless) based upon the infringement or alleged infringement, of any patent or patents by the material, goods or articles or by any tools, fixtures, parts, materials, specifications, designs, or blueprints furnished to Allen Trench Safety I by Purchaser in connection with the goods, materials, equipment, and/or services listed in this Order.

INTELLECTUAL PROPERTY: Allen Trench Safety retains all right, title and interest in and to any materials, goods, designs, articles, patents, copyrights and/or trademarks of our own

making, including all worldwide technology and intellectual property and proprietary rights. Purchaser shall not remove, efface or obscure any patent, trademark or copyright notices or other proprietary notices or legends from any goods or materials provided to Purchaser.

LICENSE OF RIGHTS: If the Order covers materials, goods or articles which are to be manufactured special for Purchaser in accordance with any ideas, designs or specifications, the essential secret or novel feature of which is claimed to have originated with Purchaser or is claimed to have been developed, owned or controlled by Purchaser, Purchaser agrees that Allen Trench Safety may, unless and until Purchaser obtains valid patent protection covering the same, manufacture like or similar material, goods or articles for Allen Trench Safety's own use or for others, and that Purchaser will not make any claims or demands of any kind whatsoever upon Allen Trench Safety by reason of our so doing.

REVISION OF TERMS: Allen Trench Safety Sales Representatives and Specialists DO NOT have the authority to waive, change, modify, rescind or revise any of these Terms & Conditions. Any such waiver, change, modification, rescission or revision of these Terms & Conditions, must be in writing and sign by a Management Representative of Allen Trench Safety .

ALL INCLUSIVE: This Agreement contains all of the terms and conditions with respect to the sale and purchase of the goods listed on the Estimate and/or Order Acknowledgement. This Agreement may not be varied, modified, changed, or supplemented in any way, unless the change is approved by a Management Representative of Allen Trench Safety in writing.

WAIVER: Waiver of one clause or provision of this Agreement does not constitute waiver of any other clause or provision of this Agreement, or constitute a future waiver.

STANDARD WARRANTY: Allen Trench Safety warrants only that the goods newly manufactured by Allen Trench Safety and covered by this Agreement shall be free from defects in material or workmanship under proper and normal use and maintenance for a period of one (1) year from the date of shipment, and used or "refurbished" Sold as is with no warranty unless otherwise stated in writing. Allen Trench Safety's liability hereunder shall be limited to the costs of repairing or replacing such defective part or parts EXW from Allen Trench Safety's facility. THERE SHALL BE EXCLUDED THE IMPLIED WARRANTY OF MERCHANTABILITY AS WELL AS THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. This warranty shall extend only to the original Purchaser and not to any party which may acquire the goods from Purchaser, by any means whatsoever. This warranty is further limited to the following defects:

1. Parts that were incorrectly machined by Allen Trench Safety.
2. Parts that were manufactured with discrepant material which caused premature wear or breakage.
3. Parts that were incorrectly assembled by Allen Trench Safety.
4. Goods that were not furnished in accordance with Allen Trench Safety's written Order Acknowledgement.

THIS WARRANTY BECOMES NULL AND VOID UNDER THE FOLLOWING CONDITIONS:

1. Goods/Equipment is overloaded or abused.
2. Unauthorized alteration of the goods/equipment and/or use of non- Allen Trench Safety replacement parts by Purchaser or its agent.

3. Use of the goods/equipment in any manner or for any purpose not considered normal intended use.

Further, as stated in the section titled "LIMITATIONS OF LIABILITY," Allen Trench Safety shall not be liable whatsoever for indirect, incidental, special or consequential damages of Purchaser or others.

Also, regarding the warranty of damage, complaints or discrepancies with respect to the newly manufactured and refurbished goods (described above in the section titled "Damaged Goods Policy") must be reported to Allen Trench Safety in writing within ten (10) days of delivery. All other goods are being sold "AS IS." Moreover, Purchaser acknowledges that it is purchasing the goods after, and in reliance upon its full and entire inspection of the goods being sold hereunder and not by reason of any representation made by Allen Trench Safety as to the merchantability, specific attributes or other features of said goods. Any statement or representation made by Allen Trench Safety or a representative thereof shall not be deemed to create an express warranty that the goods shall conform to the affirmation or promise, and the description of the goods is for the sole purpose of identifying them and shall not be deemed to create an express warranty that the goods shall conform to such description.

WARRANTY EXCLUSIONS: All items that are manufactured and produced by third parties and are not covered under any Allen Trench Safety Warranty. These items are covered under the original manufacturer's warranty ONLY.