

SALE AGREEMENT - TERMS AND CONDITION

1. Terms of Sale: Seller offers to sell the Equipment, components and parts described herein upon those terms and conditions set forth which shall apply to the exclusion of any inconsistent or additional terms and conditions of Purchaser's Order, acceptance, or acknowledgement. These terms and conditions of sale and the contracts formed by acceptance of them cannot be modified, cancelled, rescinded, or waived except by a written agreement in which the parties agree specifically to modify, cancel, rescind or waive any of those terms and provisions signed by both parties, including an authorized officer of Seller.

2. Taxes: The price does not include any applicable governmental taxes or other charges. Purchaser shall pay any of these taxes or other charges, together with penalties and expenses, if any, upon receipt of an invoice from Seller. In lieu of payment of these taxes. Purchaser shall provide Seller with a tax exemption certificate acceptable to the taxing authorities.

3. Payment Terms: Unless otherwise indicated, terms are net thirty (30) days. Any invoice not paid when due shall be charged a delinquency charge of one and one-half percent (1-1/2%) per month of the outstanding balance each month. Unless otherwise quoted by Seller, all prices are FOB Seller's plant. Purchaser shall reimburse Seller for all costs and expenses, including reasonable attorneys' fees and court costs, incurred by Seller in collecting any amounts due or in enforcing its rights hereunder.

4. Installation: Seller shall deliver the Equipment to the installation site on or about the "Est. Ship Date" , if specified, or as the parties may otherwise mutually agree (the "delivery date"). Purchaser must be prepared for installation of the Equipment within twenty-four (24) hours of delivery. Purchaser shall provide a suitable place for installation of the Equipment, including all necessary electrical outlets and power hook-ups and a suitable operating environment for the Equipment in accordance with the manufacturer's specifications, including an area climatized to manufacturer's requirements in terms of temperature. The installation date is merely an estimate and shall be adjusted for conditions beyond the commercially reasonable control of Seller and Purchaser's failure to provide a suitable place for installation. Any adjustment in the installation date shall in no way relieve Purchaser of its obligation to make payment in full pursuant to the terms hereof. Unless otherwise specifically indicated, Purchaser shall pay all installation charges, and all transportation, rigging and drayage cost and charges. Purchaser shall provide a safe area in which Seller's employees, agents, or contractors may perform the installation of the Equipment and Purchaser shall be responsible for the safety of all persons on, about or adjacent to areas where the work is performed.

5. Title; Risk of Loss: Title to the Equipment, subject to Seller's security interest, shall vest in Purchaser upon delivery to the installation site and payment of the purchase price and all other required payments. All risk of loss and damage passes to Purchaser upon the delivery date. Any special feature(s) installed on the Equipment at delivery which are not specified on the Schedule of Equipment are and shall remain the sole property of Seller and it is agreed that such feature(s) may be removed by Seller at any time within one hundred eighty (180) day after installation, at Seller's cost at the reasonable convenience of Purchaser.

6. Security Interest: For so long as Purchaser's obligations hereunder remain due and owing to Seller, Purchaser hereby grants to Seller a first priority security interest in all the Equipment and the proceeds thereof, including insurance proceeds, to secure any and all amounts due to Seller by Purchaser.

Purchaser agrees to execute a Financing Statement (UCC-1 Form) and such other documents, if any, as may be necessary to perfect and to protect Seller's security interest in the Equipment. A copy of this Agreement may also serve as a financing statement and may be filed by Seller.

7. Default by Purchaser: Each of the following events shall constitute a default under this Agreement by Purchaser: (i) Purchaser refuses or is unable to accept delivery or allow installation of the equipment as provided for herein; or (ii) Purchaser becomes insolvent or the subject of proceedings under any law relating to bankruptcy or the relief of debtors; or (iii) Purchaser fails to perform any other provisions of this agreement, including the payment of any amount due hereunder. Upon default, all unpaid amounts shall become immediately due and payable, and Seller shall have the rights and remedies provided by law, including the rights of a secured party under the Uniform Commercial Code and including, without limitation, the right to take immediate possession of the Equipment or any part thereof or to render the Equipment unusable until the breach is cured. To the full extent permitted by law, Purchaser hereby waives any and all rights to notice of default from Seller and Seller may proceed to enforce its rights hereunder immediately upon any default by Purchaser, without the necessity of providing any notice or cure period to Purchaser.

8. Maintenance Eligibility: Seller shall use commercially reasonable efforts to obtain maintenance coverage for the Equipment, if available. If an item of Equipment is found to be ineligible for a standard maintenance agreement which is made generally available by the manufacturer, Seller shall repair, replace, or take such other actions as may be necessary to bring the Equipment up to the manufacturer's standards for maintenance eligibility and/or to cause the manufacturer to accept the Equipment for coverage under its standard maintenance agreement. All decisions pertaining to repair, replacement or other actions necessary to bring the equipment up to the manufacturer's maintenance eligibility standards and/or to cause the manufacturer to accept the Equipment for coverage under its standard maintenance agreement shall be made and acted upon at the sole discretion of Seller. If the manufacturer does not offer maintenance coverage for the type of machines represented by the Equipment, Seller warrants that when delivered the Equipment will be in good working order.

9. Purchaser's Responsibilities with Respect to Maintenance Coverage: Unless expressly provided otherwise, Purchaser shall place the Equipment under the manufacturer's standard maintenance agreement immediately upon installation. If Purchaser fails to do so or if Purchaser uses the Equipment for any purpose (including testing) prior to acceptance of the Equipment by the manufacturer for the manufacturer's maintenance agreement, Purchaser waives any and all rights or claims it may have against Seller relating to the Equipment, the operation of the Equipment, the maintenance eligibility of the Equipment and any other defects or problems with the Equipment.

10. Warranties and Disclaimers: Seller warrants to Purchaser good and clear title to the Equipment. Purchaser recognizes that Seller is not the manufacturer of the Equipment and expressly waives claim against Seller based upon any infringement or alleged infringement of any patent or intellectual property rights with respect to the Equipment or any part thereof. THE EXPRESS WARRANTIES HEREIN CONTAINED ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. PURCHASER ACKNOWLEDGES THAT IT IS NOT RELYING ON SELLER'S SKILL OR JUDGEMENT TO SELECT OR FURNISH EQUIPMENT SUITABLE FOR ANY PARTICULAR PURPOSE. SELLER SHALL NOT BE LIABLE FOR DAMAGES, INCLUDING SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFIT, ARISING

OUT OF OR IN CONNECTION WITH SELLER'S FAILURE TO PERFORM ITS OBLIGATIONS HEREUNDER. THE PERFORMANCE OF THE EQUIPMENT OR ITS USE BY PURCHASER OR PURCHASER'S INABILITY TO USE THE EQUIPMENT EITHER SEPARATELY OR IN COMBINATION WITH OTHER EQUIPMENT.

11. Force Majeure: Seller shall have no liability to Purchase or any third party for any loss, damage, or expense from any delay or failure of performance due to any cause beyond the control of the Seller, including, but not limited to, fire, strike, accident, war conditions, government regulations or restriction, shortages in transportation, power, labor or material, freight embargo, riot or civil commotion, default of the supplier, or prohibitions or events which render performance difficult or impossible.

12. Purchaser's Remedies: Purchaser shall provide Seller with written notice of any material breach of this Agreement of any warranty by Seller, which notice shall include a detailed statement of the nature of such breach. If Seller fails to cure such breach within fifteen (15) days following such written notice, or if such breach cannot reasonably be cured within fifteen (15) days, then if Seller fails to proceed diligently to cure such breach, Purchaser's sole and exclusive remedy shall be, at Seller's option (i) the replacement of the Equipment; or (ii) the refund of any payment made by Purchaser to Seller. The liability of Seller for any breach of this Agreement shall be limited to the remedies provided in this paragraph.

13. Not Assignable: This Agreement shall not be assigned by Purchaser without the prior written consent of Seller and any assignment without such consent shall be void.

14. Indemnification: Purchaser shall save, defend, indemnify, and hold Seller harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including but not limited to attorney's fees and costs, claimed by any person, organization, association or otherwise arising out of, or relating to the Equipment, use, possession, operation and/or condition thereof, except as caused solely by the intentional or negligent conduct of Seller.

15. Severability: In the event any provision or term of this Agreement shall be declared invalid or nonenforceable by a court of competent jurisdiction, such provision or term shall be deemed stricken and all other provisions and terms shall remain valid and binding.

16. Headings: Headings are for convenience of reference only and shall not limit or govern the interpretation of the provisions hereof.

17. Entire Agreement: This Agreement constitutes the entire agreement between Seller and Purchaser with respect to the purchase and sale of the Equipment and supersedes all prior negotiations, proposals, purchase orders of Purchaser, commitments, writings, advertisements, publications, understanding and agreements of any nature whatsoever with respect to the Equipment and the obligations under this Agreement. No representation or statement not contained herein shall be binding upon Seller or Purchaser as a warranty or otherwise unless in writing and executed by the party to be bound thereby.

18. Jurisdiction: Purchaser hereby irrevocably submits to the jurisdiction of any United States Federal or state court sitting in Dallas, Texas in any action or proceeding arising out of or relating to this Agreement. Purchaser hereby waives any objection to the venue of any such action or proceeding.

19. Governing Law: This Agreement shall be governed by and construed under the laws of the State of Texas.