

All sales by ebm-papst Inc.,(Company)are subject to the following terms and conditions without variation:

1. Notwithstanding any different or additional terms that may be embodied in customer's order, acceptance of customer's order is expressly made conditional on customer's assent to the terms and conditions set forth herein and on the reverse side hereof, and on any attachments hereto. Customer's consent shall be implied unless written objection is received within ten days of receipt hereof. These terms and conditions shall constitute the complete agreement between the parties and may not be varied or customer's order terminated after ten days from receipt hereof unless by subsequent written agreement signed by an officer of the Company. Other representatives of the Company are not authorized to vary these terms and conditions. Any additional or different terms submitted at any time by customer shall be deemed objected to by the Company and shall be of no binding effect upon the Company unless accepted in a writing executed by an authorized representative of the Company.

2. All product covered hereby will be shipped F.O.B. point of shipment and title and the right of possession to such goods shall pass to the customer upon the Company's delivery to carrier at point of shipment.

3. The Company warrants to the original purchases only that the product shipped pursuant to this invoice to be free from defects in material and workmanship under normal use and service for a period of one year from the date of shipment. In the event of product failure, of which the Company shall be the sole judge, the Company's sole obligations shall be to repair or replace the defective product or to refund the purchase price paid for the product at the Company's option. This warranty does not apply to any product which has been damaged by accident or which has been misused, abused, altered, or repaired by anyone other than the Company or its representatives. In no event shall the Company be liable for incidental or consequential damages of any nature. The Company makes no warrantee, express, implied (including but not limited to warrantees of merchantability and fitness for intended purpose), other than the foregoing express warrantee.

If customer claims any product delivered by the Company is defective, customer shall not return such product but shall notify the Company of any claimed defect within (90) days of the receipt of the merchandise by customer. Notification to the Company shall be in writing; signed by an authorized representative of customer, and shall state any and all facts and charges relative to customer's claim, the Company shall notify customer if any product should be returned.

4. The Company shall not be liable for any delay in manufacturing or delivery of any product. For products assembled or made in North America, ebm-papst Inc. reserves the right to assemble and manufacture in our plants in Farmington, CT or Johnson City, TN at ebm-papst Inc.'s discretion.

5. Unless clearly stated, the price set forth on this invoice does not include any taxes or duties. Liability for all sales, excise, ad valorem, customs or other taxes or duties imposed by any state, the federal government or other domestic or foreign taxing authority shall be assumed and paid by customer. Customer further agrees to defend and indemnify the Company against any or all liabilities for any such taxes and duties.

6. In the event of any suspension of payment or the institution of any proceedings, by or against either party, whether voluntarily or involuntary under any bankruptcy or insolvency law, including but not limited to the United States Bankruptcy Code, or the appointment of a receiver or trustee for the property or affairs of either party or in the event of an assignment for the benefit of creditors by either party, the Company shall be entitled to cancel this contract forthwith without notice and without incurring any liability to the customer.

7. This contract and transaction shall be construed according to the laws of the State of Connecticut.

8. Cancellations shall be only by written permission of the Company and shall be subject to reasonable cancellation charges which shall take into account expenses already incurred and commitments made by the Company as well as lost profits.

9. Any and all proprietary processes or information, trade secrets, inventions and discoveries which are conceived, first reduced to practice, refined and/or employed by the Company in the course of its performance of this transaction shall vest, or remain vested in and belong to the Company and the Company shall be under no obligation to grant to the customer or to anyone else any right or license to make use and/or sell the proprietary processes or information, trade secrets, invention and/or discovery. Any such grant or license, if made, shall only be made in writing signed by an officer of the Company.

10. All designs, tools, dies, jigs, fixtures, patterns and the like made or used by the Company in connection with customer's order are understood to be the sole property of the Company and are to be in no way subject to the use, inspection or control of any other party, the Company shall be free to use any or all of the above for any purpose whatsoever without notification to or consent of the customer or any other person, company, or agency.

11. Prices are subject to change without notice.

12. Customers shall pay attorney's fees and any other costs incurred by the Company in any collection action or as a consequence of customer's breach of any of its obligations to the Company.