

TERMS AND CONDITIONS

UltraSource LLC agrees to sell such products and equipment described on the reverse side hereof (collectively, the "Equipment") to the customer named on the reverse side hereof ("Customer") and the Customer agrees to purchase the Equipment subject to the following terms and conditions, which shall govern all sales of Equipment by UltraSource and the delivery, installation, and use of the Equipment by the Customer.

1. **Taxes.** All prices are exclusive of any federal, state, local or foreign taxes, duties, customs or like charges, including state and local sales or use taxes, now or hereafter in effect, except for taxes levied on UltraSource's income (collectively, "Taxes") which Taxes shall be paid on demand by the Customer directly to the vendor or directly to the applicable taxing agency or shall be paid on demand directly to the vendor as reimbursement for the vendor's payment of such Taxes to the applicable taxing agency. Where additions to tax, penalties and/or interest (collectively, "Additions") are imposed by the applicable taxing agency as part of, or in addition to, such Taxes, and the imposition of such Additions is not attributable to the vendor's delay in paying Taxes received from the Customer to the applicable taxing agency, the Customer shall be liable to the vendor or the applicable taxing agency, as the case may be, for the payment of such Additions in the same manner as provided hereinabove for Taxes. If applicable, state and local sales tax will be added to the total unless Customer provides UltraSource with a tax-exempt certificate.
2. **Terms of Payment.** The aggregate purchase price quoted to Customer is payable by Customer to UltraSource as follows (unless UltraSource has provided Customer written quotes of different payment terms):
 - a. Credit card (MasterCard, Visa, American Express, Discover); or
 - b. Bank wire transfer; or
 - c. Irrevocable letter of transfer; or
 - d. Fifty percent (50%) upon signing this agreement;
Forty percent (40%) prior to shipment of the Equipment to Customer; and
Ten percent (10%) thirty (30) days following shipment of the Equipment to Customer.
3. **Shipment.** UltraSource shall ship the Equipment to Customer at the address specified by Customer. Customer shall pay all shipping costs, duties, clearing charges, insurance costs, and other costs incident to delivery of the Equipment to Customer. Risk of loss shall pass to Customer at the time of delivery by UltraSource to the carrier.
4. **Cancellation.** (a) At any time within thirty (30) days of ordering the Equipment (except custom engineered or custom manufactured Equipment), Customer may terminate Customer's obligation to purchase the Equipment upon written notice to UltraSource and upon the payment to UltraSource of a cancellation fee in the amount of twenty percent (20%) of the purchase price of the Equipment. Within thirty (30) days after termination, UltraSource shall return to Customer any funds theretofore received hereunder from Customer, less the amount of the cancellation fee payable by Customer to UltraSource. Any such termination by Customer shall be ineffective if written notice thereof is received by UltraSource more than thirty (30) days after ordering Equipment or after the date the Equipment is shipped to Customer by UltraSource.
(b) At any time within thirty (30) days of ordering any custom engineered or custom manufactured Equipment, Customer may terminate Customer's obligation to purchase the Equipment upon written notice to UltraSource and upon the payment to UltraSource of a cancellation fee in the amount of fifty percent (50%) of the purchase price of the Equipment. Within thirty (30) days after termination, UltraSource shall return to Customer any funds theretofore received hereunder from Customer less the amount of the cancellation fee payable to Customer to UltraSource. Any such termination by Customer shall be ineffective if written notice thereof is received by UltraSource more than thirty (30) days after ordering Equipment or after the date the Equipment is shipped to Customer by UltraSource.
c) UltraSource and Customer agree that the above-referenced cancellation fees are reasonable amounts for liquidated damages and that it would be impractical and extremely difficult to determine actual damages in the event of termination by Customer.
5. **Installation.** Installation and final hook-up of the Equipment to utilities shall be the sole responsibility of Customer. An Ultravac Services Inc. service technician will be available to Customer for consultation during installation or at any time thereafter at Ultravac Service's then prevailing daily rate plus reasonable travel and lodging expenses, all of which shall be paid by Customer.
6. **Limited Warranty.** UltraSource warrants that the Equipment will, upon shipment to Customer, conform to the description and specifications set forth herein and will be free from defects in material and workmanship under normal and proper use and service for a period of ninety (90) days (or as specified on earlier signed Terms and Conditions) following delivery of the Equipment to Customer. Ninety-day (90) warranty on labor. UltraSource's sole obligation under this warranty shall be to repair or replace, at its option, the defective Equipment or parts at no charge to Customer. As a condition of this warranty, Customer must obtain instructions from UltraSource regarding the return of any defective Equipment or parts and return such Equipment or parts, freight prepaid, together with a written description of the claimed defect, to UltraSource's plant. In addition, either Customer or UltraSource may terminate this agreement at any time during the thirty (30) day period following the date the Equipment is first installed and operable if Customer is not satisfied that the Equipment conforms to the descriptions and specifications set forth herein and UltraSource states that it is unable to cure such alleged failure to conform. After the expiration of such thirty (30) day period, such Equipment shall be deemed to conform to such description and specifications. UltraSource will not be responsible for, and this warranty will not cover, damage to the Equipment caused by accident or any damage due to (i) improper service or operation of the Equipment, (ii) alteration of the Equipment or any use of the Equipment for any purpose other than its intended purpose, or (iii) abuse of or failure to properly maintain the Equipment. Further, this warranty will not cover normal wear items including, but not limited to, seal bars, all gaskets, Teflon® tape, backup strips, seal elements, bladders, and/or air/oil pump filters. In addition, regular maintenance of the vacuum pump is a condition of the warranty. All maintenance must conform to the specifications of the vacuum pump manufacturer, including regular oil changes and air/oil filter changes using specified replacement oil and filters (see owner's manual for UltraSource part numbers). All replacement items must likewise meet the specifications of the vacuum pump manufacturer and any substitutions could invalidate the warranty.
7. **Exclusive Remedy and Limitation of Liability.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTIONS 6 AND 9, ULTRASOURCE MAKES NO OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO EMPLOYEE OR AGENT OF ULTRASOURCE HAS THE AUTHORITY TO GRANT ANY OTHER WARRANTY TO CUSTOMER, WRITTEN OR ORAL, UNLESS SUCH WARRANTY IS SET FORTH IN WRITING AND SIGNED BY AN OFFICER OF ULTRASOURCE. THE EXPRESS WARRANTIES SET FORTH IN SECTIONS 6 AND 9 ARE GIVEN IN SATISFACTION OF ANY AND ALL OBLIGATIONS OR LIABILITIES OF ULTRASOURCE TO CUSTOMER, OR ANY THIRD PARTY, WITH RESPECT TO THE EQUIPMENT (WHETHER SUCH LIABILITIES OR OBLIGATIONS ARISE OUT OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHERWISE). WITHOUT LIMITING THE FOREGOING, ULTRASOURCE SHALL NOT BE LIABLE FOR ANY PROPERTY DAMAGE OR PERSONAL INJURY TO CUSTOMER, OR ANY THIRD PARTY, WITH RESPECT TO THE EQUIPMENT. FURTHER, IN THE EVENT OF RETURN OF THE EQUIPMENT OR PARTS, ULTRASOURCE SHALL NOT BE LIABLE FOR ANY DAMAGES TO CUSTOMER'S PREMISES CAUSED BY REMOVAL OF THE EQUIPMENT NOR SHALL ULTRASOURCE BE OBLIGATED IN ANY WAY TO RESTORE THE SAME. CUSTOMER'S EXCLUSIVE REMEDY FOR ANY LOSS, DAMAGE OR INJURY RELATED TO THE EQUIPMENT SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF DEFECTIVE EQUIPMENT OR PARTS OR, IN THE CASE OF A PATENT OR COPYRIGHT INFRINGEMENT ACTION, DEFENSE OF SUCH ACTION AS PROVIDED IN SECTION 9. IN NO EVENT SHALL ULTRASOURCE'S LIABILITY TO CUSTOMER EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE EQUIPMENT. WITHOUT LIMITING THE FOREGOING, ULTRASOURCE SHALL NOT BE LIABLE TO CUSTOMER FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR REVENUES, EVEN IF ULTRASOURCE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ULTRASOURCE MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE YIELD, QUALITY OR CHARACTERISTICS OF CUSTOMER'S PRODUCT THAT MAY RESULT FROM PROCESSING BY THE EQUIPMENT.
8. **Federal Acceptance.** The Equipment shall conform to and be in compliance with applicable rules and regulations governing acceptance by the United States Department of Agriculture ("USDA"). Because the United States Department of Labor does not issue acceptance letters (as does the USDA), UltraSource cannot guarantee that the Equipment will comply with the Federal Occupational Safety and Health Act and the regulations issued there under.
9. **Patent and Copyright Indemnification.** In lieu of any and all representations and warranties, whether expressed or implied, with respect to patents or copyrights upon the Equipment, or the infringement of patents or copyrights of others by the Equipment, UltraSource agrees that, if notified promptly in writing of any action brought against Customer, based on a claim that the Equipment infringes a United States patent or copyright, UltraSource will defend such action at its expense and will pay the costs and damages awarded in any such action, provided that UltraSource shall have the sole control of the defense of any such action and all negotiations for its settlement or compromise. In the event that a final injunction shall be obtained against Customer's use of the Equipment by reason of infringement of a United States patent or copyright, UltraSource will, at its option and at its expense, either procure for Customer the right to continue using the Equipment, replace or modify the same so that it becomes non-infringing, or grant Customer a credit for the Equipment as depreciated and accept its return. Depreciation shall be computed as the higher of the amount deducted by Customer as depreciation with respect to the Equipment for Federal income tax purposes or an amount per year equal to the purchase price of the Equipment divided by the useful life thereof as such useful life may, from time to time, be established by UltraSource. In no event shall UltraSource's total liability to Customer with respect to infringement of patents or copyrights by the Equipment exceed the aggregate purchase price paid to UltraSource by Customer for the infringing Equipment. Customer shall indemnify, defend, and hold UltraSource harmless from and against any liability expense, judgment or loss (including reasonable attorneys' fees) incurred by UltraSource as a result of any patent or copyright infringement or claim that results from UltraSource's compliance with Customer's designs, specifications, or instructions or from Customer's modification of the Equipment after delivery.
10. **Security Agreement.** Customer hereby grants to UltraSource a purchase money security interest in the Equipment as security for the performance by Customer of all of Customer's payment obligations hereunder, together with the right, without liability, to repossess the Equipment, with or without notice, in the event of default by Customer in the payment of all or any part of Customer's payment obligations hereunder. Customer shall execute and deliver to UltraSource such further instruments as may be necessary to perfect the security interest herein granted under the Uniform Commercial Code or similar laws of any appropriate jurisdiction, and Customer hereby appoints UltraSource as Customer's attorney-in-fact to execute any and all such instruments in the event Customer fails, for whatever reason, to execute such instruments. In the event of default by Customer, UltraSource shall have all rights and remedies of a secured party under the Uniform Commercial Code or similar laws of any appropriate jurisdiction, in addition to all other rights and remedies under this Terms and Conditions.
11. **Delay in Performance.** UltraSource shall not be liable for any damages or penalties as a result of any delay in UltraSource's performance hereunder when such delay is due to the elements, acts of God, delay in transit, delay in delivery by any vendor of UltraSource, or any other cause beyond the reasonable control of UltraSource.
12. **General.** This agreement shall be binding upon UltraSource and Customer only after Customer has signed this agreement. This agreement is the complete and exclusive statement of the understanding between the parties and supersedes all written or oral proposals and all other communications between the parties relating to the subject matter of this agreement. Customer may not assign or transfer any of Customer's rights, duties or obligations under this agreement without the prior written consent of UltraSource. This agreement may be amended, modified, or supplemented only by a written agreement between Customer and UltraSource that is signed by an officer of UltraSource. UltraSource shall not be bound by any additional or different terms or conditions on any form of Customer unless UltraSource agrees to such terms and conditions in a writing signed by an officer of UltraSource. The waiver or failure of either party hereto to exercise in any respect any right provided for hereunder shall not be deemed a waiver of any further right hereunder. If any provision of this agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this agreement. The laws of the State of Missouri shall govern this agreement. Customer unconditionally and irrevocably accepts and submits to the jurisdiction of the United States District Court for the Western District of Missouri and the courts of the State of Missouri with respect to any legal action, suit, or proceeding arising out of or in connection with this agreement. To the extent permitted by law, Customer agrees to reimburse UltraSource for all reasonable attorneys' fees incurred in connection with enforcing any of UltraSource's rights under this agreement, including, without limitation, any reasonable attorneys' fees incurred by UltraSource in any bankruptcy proceeding involving Customer.