

**STANDARD TERMS AND CONDITIONS GOVERNING
THE SALE OF PRODUCTS AND SERVICES**

This Proposal by ALLENDALE MACHINERY SYSTEMS, INC., hereinafter referred to as (ALLENDALE) does not constitute a firm offer but is an invitation to place an order. All orders are subject to written acceptance by ALLENDALE. If an order based upon this proposal is accepted by ALLENDALE, it is agreed that the order shall be subject to the terms and conditions set forth below all of which shall be incorporated in the order by reference and shall supersede all prior oral, written or printed Terms and Conditions.

1. PRICES: a. All prices are F.O.B. manufacturer's factory unless otherwise specified. Prices are subject to change without notice until an order is accepted by ALLENDALE, in writing.
b. All sales are made subject to applicable sales, use and excise taxes, and the amount of which Buyer agrees to pay.

2. PAYMENT TERMS: Subject to credit approval and unless otherwise specified
a. Payment in full of all invoices is due within 30 days from date of shipment, unless otherwise stated. Any unpaid balance is subject to a late payment charge equal to the lesser of 2% per month or the maximum permitted by law. There shall be no extension of or change in the time for payment due to delays in installation and/or delays in operation of the equipment caused by damage, warranty service or warranty replacement of parts.
b. Buyer agrees to pay all of ALLENDALE'S COST including attorney's fees incurred in collecting overdue accounts.

3. SHIPPING SCHEDULES: a. Proposed shipping schedules are approximate and subject to prior sale and confirmation by the manufacturer at time of ALLENDALE, acceptance of order.
b. While ALLENDALE, will use its best efforts to meet delivery schedules, it can accept no liability for loss to Buyer, whether direct or consequential, as a result of delays.

4. RISK OF LOSS: The risk of loss or damage to goods shall pass to Buyer when placed with a common carrier for delivery to Buyer

5. WARRANTIES: DAMAGES: a. Goods-All goods sold by ALLENDALE, have been manufactured by others. Consequently ALLENDALE, cannot make any warranties with respect to goods sold by it. The warranties available to Buyer are those extended by the manufacturer, if any, to the extent they are in force and effect. ALLENDALE, will, upon request, assign to Buyer any assignable rights it has under manufacturers' warranties. **THE MANUFACTURER'S WARRANTY, IF ANY, IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.**

b. Services- If this proposal includes services to be performed by ALLENDALE., ALLENDALE., warrants that such services will be performed in a workmanlike manner. Such warranty with respect to its services is IN LIEU OF all other service warranties. In the event ALLENDALE, breaches the service warranty it shall, at its sole option, either refund the portion of the service charge relating to the defective service or correct the default. No claim for breach of the service warranty shall exceed the service charges.

c. Damages- In the event of ALLENDALE, breach of any of the terms of the contract for the sale of goods or services resulting from its acceptance of an order pursuant to this proposal it shall not be liable for any of Buyer's indirect, incidental, special, or consequential damages.

6. CANCELLATION: Orders accepted by ALLENDALE, can be cancelled only with its written consent. If ALLENDALE, consents to the cancellation of an order, it will be protected from loss and shall have the right to receive:

a. The contract price for all products which shall have been completed prior to acceptance of the cancellation

b. All cost incurred by ALLENDALE, in connection with the uncompleted portion of the order plus an amount equal to normal profit ALLENDALE, would have received if the order had not been canceled: and

c. An amount equal to any cancellation charges which ALLENDALE, incurs by reason of Buyers Cancellation

7. BUYERS USE: Buyer agrees that its employees, when operating machinery or equipment purchased from ALLENDALE, will comply with all operating procedures set forth in manufacturer's operators manuals and instruction sheets relating to such machinery or equipment and Buyer further agrees not to remove or modify any safety device, warning sign, operators manual work handling tools. Buyer shall notify ALLENDALE, promptly of any accident connected with the use of machinery or equipment purchased from ALLENDALE, and agrees, upon ALLENDALE, request, to cooperate with ALLENDALE, in investigating and determining the cause of any such accident. Buyer agrees to indemnify and hold ALLENDALE, harmless from any loss or liability including attorney's fees arising out of Buyers failure to perform its obligations pursuant to this paragraph

8. PERFORMANCE IN THE EVENT OF DEFAULT: In addition to the rights and remedies conferred on ALLENDALE, by law, ALLENDALE, will not be required to proceed with the performance of any order or contract if Buyer is delinquent or in default under any other or contract with ALLENDALE, In the event that ALLENDALE, at anytime doubts Buyers ability to pay for goods within quoted terms, ALLENDALE, may ship the goods C.O.D.

9. ERRORS: ALLENDALE, retains the right to correct any clerical errors in its acceptance of orders and Buyer agrees to promptly notify ALLENDALE, of any suspected clerical errors.

10. AMENDMENTS: a. No alterations or amendments to any contract formed by ALLENDALE, acceptance of an order shall be effective unless in writing and signed by an authorized representative of ALLENDALE.

11. Applicable Law: The contract resulting from the acceptance of an order pursuant to this proposal shall be governed by and construed according to the laws of the State of New Jersey.