

TERMS AND CONDITIONS OF SALE:

1. **General.** The Terms and Conditions of Sale together with the Proposal [insert Proposal number] (“Contract”) outlined herein shall apply to the sale by the seller (“CAMCORP”) of products, equipment and parts (the “Equipment”) to the buyer (“Purchaser”). Acceptance of orders, whether oral or written, is based on the express condition that Purchaser agrees to all the terms and conditions contained herein. Placement of orders, whether oral or written, by Purchaser will constitute Purchaser’s assent to this Contract. These terms and conditions represent the complete agreement of the parties, superseding all previous communications and agreements, and no terms or conditions in any way adding to, modifying or otherwise changing the provisions stated herein shall be binding upon CAMCORP unless made in writing and signed and approved by an officer of CAMCORP. Any Equipment or features not specifically referenced herein as being supplied by CAMCORP shall not be included in this Contract and, if required, shall be considered to be provided by a third party. No modifications of any of these terms will be effected by CAMCORP’s shipment of goods following receipt of Purchaser’s purchase order, shipping request or similar request or similar forms containing printed terms and conflicting or inconsistent with the terms herein.

2. **Prices.** All prices are F.O.B. CAMCORP’s factory and are subject to adjustment, without notice, to CAMCORP’s prices in effect at the time of shipment. Price does not include freight charges and installation services unless otherwise stated. If freight is to be pre-paid and added, it will be done at actual cost plus 18%.

Due to the volatility of commodity items (i.e., steel, components, fuel, etc.), prices are subject to change without notice and will not be binding on CAMCORP. Pricing is based on current market prices at the time of proposal and subject to escalation at the time the commodity is purchased. In no event will final price be less than the original contract.

3. **Payment Terms.**

Net 30 Days Upon Shipment

or

- _____ % Due Upon Placement of Order
- _____ % Due Upon Submittal of Approval Drawings
- _____ % Due Upon Submittal of Certified Drawings
- _____ % Due Upon Receipt of Major Materials
- _____ % Due Net 30 Days Upon Shipment

All accounts shall be paid in U.S. dollars at CAMCORP’s principal offices, in accordance with the terms specified in the quotation and/or listed on CAMCORP’s invoice. If, in the judgment of CAMCORP, the financial condition of Purchaser at the time Equipment is ready for shipment does not justify the terms of payment specified, CAMCORP may require full payment before making shipment. A service charge of the lesser of 1.5% per month or the maximum permissible rate will be added to all past due accounts. If CAMCORP refers a claim for payment to an attorney for collection, Purchaser shall pay all costs and attorney’s fees.

4. **Storage Fees.** CAMCORP allows Purchaser a one (1) week “grace period” from time of completion, during which time CAMCORP will not impose a storage charge on Purchaser. Any Equipment stored by CAMCORP for longer than one week after completion will be assessed storage fees. The price of the storage fees for Equipment smaller than 7’ diameter (or 7’ square) is \$200.00 the first week for which fees are assessed and \$75.00 each week thereafter. The storage fees for Equipment 7’ diameter and larger (or 7’ square and larger) will be \$400.00 the first week for which fees are assessed and \$150.00 each week thereafter. In the event that the actual cost of the storage fees incurred by CAMCORP for any piece of Equipment is higher than the storage fees set out in this provision, Purchaser shall pay the actual cost of the storage fees incurred for that piece of Equipment. This pricing structure applies to each piece of Equipment, and each individual piece of Equipment is subject to separate storage fees.

5. **Crating Fees.** For Equipment that is to ship via common carrier there will be an additional fee for packaging/crating Equipment for transportation in a common carrier.

6. **Title and Risk of Loss.** Risk of loss or damage to the Equipment shall pass to the Purchaser upon tender of delivery F.O.B. CAMCORP’s factory or other place of manufacture. Notwithstanding the foregoing, any claim by Purchaser against CAMCORP for shortage or damage occurring prior to such delivery must be made in writing ten (10) days after receipt of shipment and accompanied by original transportation bill signed by carrier noting that carrier received goods from CAMCORP in the condition claimed. Any claim by Purchaser for damage occurring during shipment shall be made directly against the freight carrier in writing, with a copy of such claim forwarded to CAMCORP within ten (10) days. If Purchaser fails to provide written notification of the claim to the freight carrier and CAMCORP within 10 days, such claim shall be invalid unless expressly agreed by CAMCORP. Any shipments returned to CAMCORP as a result of Purchaser’s unexcused delay or failure to accept delivery will require Purchaser to pay all additional costs incurred by CAMCORP. Title shall pass when the price is fully paid.

7. **Security.** If Purchaser fails to make payment in accordance with the terms hereof, CAMCORP reserves the right, at its sole option, to remove and reclaim the Equipment at Purchaser’s cost upon tender to Purchaser of the whole sum paid to CAMCORP

by said Purchaser on account of the purchase price of said Equipment and thereby terminate any and all liability of CAMCORP to the Purchaser on account of the purchase and use of the Equipment. If, in the judgment of CAMCORP, the financial condition of the Purchaser at the time the Equipment is ready for shipment does not justify the terms of payment specified, CAMCORP may require full payment before making shipment. Purchaser here by grants to CAMCORP a security interest in the Equipment to secure its obligations hereunder, regardless of mode of attachment to realty or other property, until full payment has been made therefor. Purchaser agrees upon request to do all things and acts necessary to perfect and maintain said security interest and shall protect CAMCORP's interest by adequately insuring the Equipment against loss or damage from any cause wherein CAMCORP shall be named as an additional insured. All the cost incurred in conjunction with such insurance shall be borne by the Purchaser.

8. **Assignment.** Neither party shall assign or transfer this Contract without prior written consent of the other party.
9. **Delivery and Delay.** Delivery dates shall be interpreted as estimated and in no event shall dates be construed as falling within the meaning "time is of the essence." All risk of loss is transferred to Purchaser upon shipment. CAMCORP shall not be liable for any loss or delay due to acts of God, war, riots, fire, flood, strikes or other labor difficulty, shutdown of CAMCORP's production facility due to a pandemic/epidemic (incl. COVID-19), acts of civil or military authority including governmental laws, orders, priorities or regulations, acts of the Purchaser, embargo, shortage of transportation facilities or delay in transportation, or inability to obtain necessary labor or materials from usual sources, other contingencies of manufacture or shipment, or other causes beyond the reasonable control of CAMCORP. In no event shall CAMCORP be liable for any loss or delay, unless caused by CAMCORP's own gross negligence. CAMCORP shall not be liable for any loss or delay caused by any third party. In the event of delay in performance due to any such cause, the date of delivery or time for completion will be adjusted to reflect the actual length of time lost by reason of such delay. Purchaser's receipt of Equipment shall constitute a waiver of any claims for delay. CAMCORP will use all reasonable efforts to comply with Purchaser's request as to method of shipment, but CAMCORP reserves the right to use an alternate method of transportation or route of shipment if substantial delay might otherwise occur. In such cases CAMCORP will notify Purchaser of such changes as soon as reasonably possible. If the Purchaser declines or is unable to take delivery at the time(s) specified, CAMCORP will have the Equipment stored at Purchaser's risk and account and subject to the fees set out at subsection 4, and the Equipment shall be considered "shipped." In such circumstance, the shipment shall be deemed to be accepted on the date on which the Equipment is deemed "shipped," and all risk of loss shall pass to the Purchaser on the "shipped" date specified by CAMCORP. CAMCORP's liability for any loss or delay shall in no event exceed that set out in Paragraph 14 below, and CAMCORP shall not be liable for any lost profits or other consequential damages arising out of any loss or delay, regardless of fault. Title to the Equipment shall pass to Purchaser when the price is fully paid.
10. **Taxes.** Except for sales tax imposed in the State of Kansas, if applicable, the price does not include any present or future Federal, State or local property, license, privilege, sales, use, gross receipt or other excise, transportation, occupational, like taxes or assessments which may be applicable to, measured by, imposed upon or result from this transaction or any services performed in connection therewith. Any taxes itemized separately to Purchaser on CAMCORP's quotation, order acknowledgment or invoice shall be paid promptly to CAMCORP in accordance with the terms of this Contract. All other taxes incurred by the Purchaser through performance of the Contract shall be the Purchaser's responsibility to pay directly to the proper taxing authority. In the event that CAMCORP pays any applicable taxes on Purchaser's behalf, Purchaser shall promptly reimburse CAMCORP according to the payment provisions set forth herein, and title shall not pass to Purchaser until CAMCORP is fully reimbursed for such taxes. CAMCORP will accept a valid exemption certificate from Purchaser, if applicable.
11. **Set Off.** Neither Purchaser nor any affiliated company nor assignee shall have the right to claim compensation or to set off against any amounts that become payable to CAMCORP under this Contract or otherwise.
12. **Patents.** CAMCORP shall defend any suit or proceeding brought against Purchaser and shall pay any adverse judgment entered therein so far as such suit or proceeding is based upon a claim that the use of the Equipment manufactured under this Contract constitutes infringement of any patent of the United States of America, provided CAMCORP is notified of the alleged infringement in writing within 10 days of Purchaser becoming aware of such infringement, and given authority, information and assistance for defense of same; and CAMCORP may, at its sole option, procure for the Purchaser the right to continue to use said Equipment, modify it so that it becomes non-infringing, replace the same with non-infringing equipment, or remove said Equipment and refund the purchase price to Purchaser. The foregoing shall not be construed to include an agreement by CAMCORP to accept any liability whatsoever with respect to patents for inventories including more than the Equipment furnished hereunder, or with respect to patents for methods and processes to be carried out with the aid of said Equipment. The foregoing states the entire liability of CAMCORP with regard to patent infringement. Purchaser shall, with respect to goods manufactured or packaged by CAMCORP in accordance with designs, processes or formulas supplied, determined or requested by Purchaser, defend CAMCORP at Purchaser's expense and pay costs and damages awarded in any suit brought against CAMCORP for infringement of any patent by any reason of use of such designs, processes or formulas provided CAMCORP promptly notifies the Purchaser in writing of any claim of or suit for infringement and tenders defense thereof to Purchaser. CAMCORP is entitled to be represented in any suit at its own expense.
13. **Warranty.** CAMCORP warrants that the equipment manufactured by it and delivered hereunder will be free to defects in material and workmanship for a period of eighteen (18) months from the date of shipment by CAMCORP or twelve (12) months from commencement of use of the equipment, whichever comes first (the "Warranty Period"). The warranty period is not renewed or extended due to any repair or replacement of the Equipment. Within the Warranty Period, Purchaser shall be obligated to report to CAMCORP in writing and within 24 hours any failure of the Equipment to conform to this warranty, whereupon CAMCORP shall, at its sole discretion, correct such nonconformity by suitable repair to such Equipment, or furnish a replacement part F.O.B. point of shipment, provided Purchaser has stored, installed, maintained and operated such Equipment in accordance

with good industry practices and has complied with any and all specific recommendations or instructions of CAMCORP. CAMCORP's warranty does not extend to accessories or Equipment furnished by CAMCORP, but manufactured by others, and such accessories or Equipment shall carry whatever warranty the manufacturer has conveyed to CAMCORP and which can be passed on to the Purchaser. However, if CAMCORP contracts with an outside vendor for manufacturing of the Equipment which is furnished to Purchaser by CAMCORP with CAMCORP performing no additional work on the end product, CAMCORP's general warranty shall apply subject to the limitations set out in this section. CAMCORP shall not be liable for any repairs, replacements, or adjustment to the Equipment or any costs of labor performed by Purchaser or others without CAMCORP's prior written approval. Equipment returns for any reason will be refused without CAMCORP's prior written approval. Samples supplied by CAMCORP are solely for the purpose of evaluating the suitability of such material for potential use and, as such, the samples are not intended to serve as warranties of any type, either express or implied. Upon request, CAMCORP will endeavor to furnish such technical advice as is reasonably requested by Purchaser. This warranty shall not apply to Equipment that has been altered, modified or repaired by anyone other than CAMCORP or to Equipment that has been damaged through accident, misuse, neglect or lack of proper maintenance. The effects of corrosion, erosion and normal wear and tear on the Equipment are specifically excluded from this warranty. **CAMCORP MAKES NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, EXCEPT THAT OF TITLE, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.** Correction by CAMCORP of nonconformities whether patent or latent, in the manner and for the period of time provided above, shall constitute fulfillment of all liabilities of CAMCORP for such nonconformities, whether based on contract, warranty, negligence, indemnity strict liability or otherwise with respect to or arising out of such Equipment.

14. **Limitation of Liability.** The remedies of Purchaser set forth herein are exclusive, and the liability of CAMCORP with respect to this Contract or the Equipment and services furnished hereunder, in connection with the performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or technical direction covered by or furnished under this Contract, whether based on Contract warranty, negligence, indemnity, strict liability or otherwise, shall not exceed the purchase price of the unit of Equipment upon which such liability is based. **CAMCORP AND ITS SUPPLIERS SHALL IN NO EVENT BE LIABLE TO PURCHASER, ANY SUCCESSORS IN INTEREST OR ANY BENEFICIARY OR ASSIGNEE OF THIS CONTRACT FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF THIS CONTRACT OR ANY BREACH THEREOF, OR ANY DEFECT IN, OR FAILURE OF, OR MALFUNCTION OF THE EQUIPMENT HEREUNDER, WHETHER BASED UPON LOSS OF USE, LOST PROFITS OR REVENUE, INTEREST, LOST GOODWILL, WORK STOPPAGE, IMPAIRMENT OF OTHER GOODS, LOSS BY REASON OF SHUTDOWN OR NON-OPERATION, INCREASED EXPENSES OF OPERATION, COST OF PURCHASE OF REPLACEMENT POWER OR CLAIMS OF PURCHASER OR CUSTOMERS OF PURCHASER FOR SERVICE INTERRUPTION WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED ON CONTRACT, WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE, EVEN IF CAMCORP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.** Any claim by Purchaser with reference to the goods sold hereunder for any cause shall be deemed waived by Purchaser unless submitted to CAMCORP in writing pursuant to the timelines sent out in these terms and conditions, and in all events within thirty (30) days from the date Purchaser discovered any claimed breach.
15. **Indemnification.** Purchaser shall indemnify CAMCORP and hold CAMCORP, its affiliates, and subcontractors harmless from all loss, cost and expense (including reasonable attorney's fees) incurred by CAMCORP in the defense of any lawsuit, proceedings or claims that may be asserted against CAMCORP based upon alleged defects in or failures of the Equipment where such defects or failures are the result, in whole or in part, of the actions of persons other than CAMCORP.
16. **Cancellation Charges.** If Purchaser notifies CAMCORP that it terminates this order for its convenience, CAMCORP will stop all work as promptly as reasonably possible, but Purchaser shall be responsible for a cancellation charge, computed on the basis of CAMCORP's full cost including overhead, plus twenty percent (20%), for all engineering work, work in progress, raw material, supplies, administrative expenses and all commitments made by CAMCORP in connection with the order, less such allowances as CAMCORP may be in position to make for any standard components and for the balance of the material as scrap. If any portion of the Equipment subject to the quotation, order acknowledgement or invoice is identified as "special" or "Made to Order," Purchaser's order shall not be canceled or cancelable by Purchaser after acceptance by CAMCORP, except upon payment in full of the purchase price.
17. **Confidentiality.** Any proposals, prints, brochures, drawings, or other information furnished by CAMCORP are intended for confidential use by Purchaser, shall remain the property of CAMCORP, and shall not be disclosed or used to the detriment of CAMCORP's competitive position, and are protected against unlawful use or disclosure by common law and federal and state statutes that cover copyright, patents, trademarks, and trade secrets. Any unauthorized use, printing, copying, disclosure or dissemination of such information may be subject to legal restriction or sanction.
18. **Promotional Material.** All of CAMCORP's drawings, descriptive matter, weights, dimensions, the descriptions and illustrations contained in CAMCORP's catalogues, and price lists or advertisements, are approximate only and intended merely to give a general idea of the goods described therein and shall not form part of this Contract. Because CAMCORP is continually researching and improving its products, it reserves the right to improve, correct and/or further modify its designs and specifications upon notification and mutual agreement between CAMCORP and Purchaser.
19. **Waiver.** CAMCORP's failure to enforce its rights under this Contract, or failure to take action against Purchaser for any breach of this Contract, shall not be construed as a waiver of any breach. Failure to exercise any right arising from any default hereunder shall not be deemed a waiver of any rights under this Contract, which may be exercised at any time.

20. **Severability.** In the event that any one or more of these terms or conditions are held invalid, illegal or unenforceable, such provisions shall be severed and the remaining terms and conditions shall remain binding and effective.
21. **Governing Law.** This Contract and all rights and obligation hereunder, including matters of construction, validity and performance, shall be governed exclusively by the laws of the State of Kansas, including the Uniform Commercial Code, without giving effect to the principles of conflicts of law of Kansas. In the event Purchaser's place of business is in a country that has ratified the United Nations Convention of the International Sale of Goods (1980) ("Convention"), the parties agree to exclude application of the Convention. Venue with respect to any suit in connection with this Contract and any sales pursuant to this Contract shall reside in the courts of Johnson County, Kansas.
22. **Purchaser's Use.** Purchaser hereby agrees as part of CAMCORP's consideration to sell the Equipment to Purchaser that Purchaser shall use and require all persons operating the Equipment to use any and all proper, safe operating procedures set forth in operator's manual, American National Safety Standards, OSHA Regulations, and instruction sheets relating to the Equipment, and any and all available, feasible and practical point of operation safety devices consistent with Purchaser's use of the Equipment; and Purchaser shall not remove or modify any device, warning sign, operator's manual or work handling tools installed thereon or attached thereto. In all events, Purchaser shall notify CAMCORP in writing within ten (10) days after the occurrence of any accident or malfunction involving any Equipment which results in injury to or death of persons, including Purchaser's agents or employees, or damage to property, including Purchaser's property, or the loss of use thereof; and Purchaser shall cooperate fully with CAMCORP in investigating and determining the cause of any such accident or malfunction. Purchaser agrees to indemnify, protect, defend and save harmless, at Purchaser's cost and expense, CAMCORP, its directors, officers and employees and each of them from any loss, liability, cost and damages imposed upon or resulting to them, attributed to the failure of Purchaser to abide by the provision of this Section. Purchaser shall not operate Equipment that is considered to be defective without first notifying CAMCORP in writing of its intentions to do so. Any such use of Equipment shall be at Purchaser's sole risk and liability.
23. **Contract Effective.** The Contract shall come into force and become effective as soon as CAMCORP receives any down payment of Purchase Price specified in the payment terms from the Purchaser, or a purchase order is received from Purchaser. In the event that no down payment is required by the payment terms, this Contract shall come into force immediately upon CAMCORP's receipt of the purchase order.
24. **Jury Waiver.** **BOTH PARTIES IRREVOCABLY, KNOWINGLY AND VOLUNTARILY AGREE TO AND HEREBY WAIVE THE RIGHT TO TRIAL BY JURY FOR ANY DISPUTE RELATED TO OR ARISING OUT OF THIS CONTRACT. THE WAIVER OF JURY TRIAL CLAUSE PROVIDES THAT THE PARTIES WAIVE THEIR SEVENTH AMENDMENT RIGHT TO A TRIAL BY JURY IF THERE IS ANY DISPUTE ARISING OUT OF OR RELATING TO THE AGREEMENT OR THE TRANSACTION. ALL DISPUTES ARE STILL HANDLED BY THE COURT SYSTEM, WITH ALL DISCOVERY AND APPELLATE RIGHTS, BUT ANY TRIAL WILL BE DECIDED BY JUDGE, AND NOT A JURY.**