

**TWIN RIVERS TECHNOLOGIES  
CONDITIONS OF SALE**

- (1) The terms and conditions, together with all exhibits and the Conditions of Sale, constitute the entire agreement between Buyer and Seller (the "Contract") and supersede all prior discussions and agreements on this transaction. No agreement purporting to modify this Contract shall be binding unless it is in writing and signed by both parties.
- (2) Unless otherwise agreed by the parties, the entire amount of Product purchased by Buyer shall be delivered in approximately equal amounts per month over the term of this Contract.
- (3) When shipment is made in bulk, certified weights and official sample at point of shipment shall govern.
- (4) Waiver by either party of any default of the other shall not operate to excuse the defaulting party from further compliance with this Contract. If Buyer fails to make any payment when due, Seller, in addition to other legal remedies, shall have the right to terminate this Contract.
- (5) Seller warrants that, at time of shipment, all Product purchased by Buyer will conform with the Product specifications, will be manufactured in compliance with all applicable laws and regulations, will be free from all liens and encumbrances and will not infringe any valid, existing patent. All claims with respect to these warranties which are reasonably discoverable shall be waived unless Buyer notifies Seller in writing within 60 days after receiving the Product to which the claim relates.
- (6) Should Seller's supply of available Product or its ability to make delivery be limited by any event of force majeure (i.e., any factor whatsoever beyond the reasonable control of itself or its affiliated companies, including, but not limited to, labor difficulties, fires, action of the elements, accidents, failure or delay occasioned by carriers, governmental action, whether valid or not) or in the event of inability to obtain on terms deemed by Seller to be practicable any raw material (including energy source), etc., Seller will allocate its supply, available for sale to its customers, on a reasonable basis selected by Seller. Seller shall not be obligated to make up deficiencies in deliveries hereunder due to any such cause. Labor difficulties, fires, action of the elements, accidents, failure or delay occasioned by carriers, governmental action, whether valid or not, or other causes beyond the reasonable control of Buyer which prevent Buyer from receiving and/or using Product covered by this Contract shall operate to suspend deliveries during the period required to remove such cause. In the event Seller is unable to supply Product to Buyer due to an event of force majeure, Buyer may purchase Product from a third-party supplier for the period of time that such event of force majeure is in effect.
- (7) Should Seller elect to discontinue, curtail or limit the production or sale of Product due to an event of force majeure or the application of any governmental statute, regulation or order, including, but not limited to, price controls, transportation, energy controls, pollution control, or product safety which, in Seller's judgment, will render the production or marketing of Product economically, technologically or commercially infeasible, Seller may terminate this Contract upon 30 days prior written notice to Buyer.
- (8) Each delivery of Product shall constitute a separate sale with the same effect as though made under a separate contract covering the amount thereof. Any delay or default by Seller with respect to any delivery shall not affect Buyer's obligation to order, accept and pay for future deliveries.
- (9) EXCEPT FOR THE SPECIFIC WARRANTY SET FORTH IN PARAGRAPH (5) ABOVE, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE, INCLUDING ANY WARRANTY OF QUALITY, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR USE OR PURPOSE, ALL SUCH REPRESENTATIONS AND WARRANTIES BEING HEREBY EXPRESSLY DISCLAIMED.
- (10) SELLER SHALL NOT BE LIABLE FOR ANY PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, AND THE LIMIT OF SELLER'S LIABILITY IN EACH CASE SHALL BE THE INVOICE AMOUNT OF A SINGLE SHIPMENT MADE UNDER THIS CONTRACT.
- (11) Neither party may assign this Contract without the express written consent of the other party; provided, however, that either party may assign this Contract to an affiliated company without restriction.
- (12) This Contract shall be governed by the laws of the Commonwealth of Massachusetts.
- (13) Customer will pay \$75 a day for each day a Railcar is held over fourteen (14) days at the customer location. Days will be calculated from the time a Railroad notifies that customer that the shipment is available to be ordered in for unloading until the customer notifies the railroad that the Railcar is empty and available for pickup for return.