

Midwest Valve Services, LLC.
STANDARD TERMS AND CONDITIONS OF SALE

The proposal to which these Terms and Conditions are attached (the "Proposal"), these Terms and Conditions and any Change Orders (as defined herein) shall constitute the entire agreement between the parties and shall collectively be referred to herein as the "Agreement."

1. **ACCEPTANCE.** Acceptance of this Agreement by Buyer within 30 days of the date hereof shall create a contract between Midwest Valve Services, LLC. ("Midwest Valve Services") and Buyer for the performance of services ("Services") and the sale of hardware, software, firmware and/or other products ("Goods"), each as particularly described in the proposal. By accepting this Agreement within the requisite time period, Buyer agrees to accept all of the terms and conditions herein. To the extent Buyer's purchase order or any other statement of Buyer contains any terms or conditions in addition to or different from the terms of this Agreement, such terms and conditions are hereby rejected by Midwest Valve Services and hereby waived by Buyer and such terms and conditions shall not affect this Agreement nor be binding upon Midwest Valve Services absent an express written statement by Midwest Valve Services to the contrary. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT AND UNDERSTANDING BETWEEN THE PARTIES WITH RESPECT TO THE SERVICES AND THE DELIVERY OF THE GOODS AND SUPERSEDES ANY OTHER NEGOTIATIONS, AGREEMENTS AND REPRESENTATIONS BETWEEN THE PARTIES, WRITTEN OR ORAL. NO MODIFICATION OF THIS AGREEMENT SHALL BE OF ANY FORCE OR EFFECT UNLESS IN WRITING AND SIGNED BY MIDWEST VALVE SERVICES. **IN THE EVENT OF ANY CONFLICT BETWEEN THESE TERMS AND CONDITIONS AND THE PROPOSAL, THE TERMS OF THE PROPOSAL SHALL GOVERN. IN THE EVENT OF ANY CONFLICT BETWEEN ANY CHANGE ORDER AND THESE TERMS AND CONDITIONS OR THE PROPOSAL, THE TERMS OF THE CHANGE ORDER SHALL GOVERN.**

2. **PAYMENT.** Subject to the approval of Midwest Valve Services' Credit Department Buyer shall pay to Midwest Valve Services the fees and purchase prices set forth in the Proposal, as modified by the Change Orders (the "Payments"). Any Goods ordered other than those specifically set forth in the Proposal, including additional copies of data/documentation or non-standard data/documentation, shall be priced at Midwest Valve Services' prices then in effect. Midwest Valve Services shall issue an invoice to Buyer (an "Invoice") each month for the amounts due under the Proposal and Buyer shall pay such amounts within 30 days of receipt of such Invoice. Any amount which is not paid when due shall bear interest at the rate of 1.5% per month or portion thereof from the date such amount became due through the date on which payment is received by Midwest Valve Services. All payments shall be made without deduction or setoff to Midwest Valve Services at the address set forth in the Proposal. Buyer shall be liable for all expenses attendant to the collection of past due amounts, including attorney's fees.

3. **SECURITY.** As security for the payment of the Goods, Buyer hereby grants and conveys to Midwest Valve Services a purchase money security interest in the Goods. Buyer shall sign any financing statements and other instruments required by Midwest Valve Services and shall otherwise cooperate with Midwest Valve Services in any manner deemed necessary to evidence, perfect or continue such security interest.

4. **SCHEDULING.** The schedule for completion of the Services and delivery of the Goods set forth in the Proposal is a good faith estimate of Midwest Valve Services. Midwest Valve Services shall have no liability to Buyer for any loss arising out of any Service or Good which is provided later than designated in the Proposal.

5. **DELIVERIES.** Midwest Valve Services shall deliver to Buyer the Goods described in the Proposal. All deliveries from Midwest Valve Services to Buyer shall be F.O.B. shipping point and title and risk of loss with respect to such deliveries shall pass to Buyer upon delivery to Buyer or representatives of Buyer including, but not limited to, any common or contract carrier, bailee, agent, or employee of Buyer. If Buyer does not accept such F.O.B. delivery, Buyer shall be responsible for all storage and transportation costs. Buyer shall pay transit insurance, packaging, handling, shipping and carrier costs associated with the Goods and all taxes levied upon the Goods. Buyer's sole remedy for lost Goods, damage caused during shipment or any delay attributable to shipment shall be an action against the carrier. Midwest Valve Services reserves the right to withhold any and all deliveries in the event Buyer fails to pay any invoice in accordance with this Agreement or Midwest Valve Services has reason to believe Buyer does not have the financial ability to pay any future invoice when due. Midwest Valve Services shall not accept return of the Goods unless otherwise agreed in writing.

6. **CHANGE ORDERS.** In the event that Buyer requests any modifications to the Services or to the type or number of Goods, Midwest Valve Services shall, if commercially reasonable, prepare and deliver to Buyer a Change Order Proposal describing such modifications and the changes in the Services and/or Goods necessary to effect such modifications (a "Change Order"). The Change Order will also set forth the additional Payments, if any, and an estimate of the revised schedule for completion of the Services or delivery of the Goods. Midwest Valve Services reserves the right not to continue or complete the Services or deliver Goods until receiving a written authorization to proceed with the additional work.

7. **TERMINATION.** Either party may, by written notice to terminate this Agreement by providing written notice to the other party (a "Termination Notice"). Notwithstanding the "Notices" provision hereof, a Termination Notice shall not be effective until actually received by non-terminating party (the "Termination Date"). Midwest Valve Services shall cease performance of the Services and delivery of the Goods as soon as is reasonably possible following receipt of a Termination Notice from Buyer. Within 15 days after receipt of a final invoice, Buyer shall pay to Midwest Valve Services that portion of the Payments allocated to Services performed through the Termination Date, as determined by Midwest Valve Services, plus all expenses and non-cancelable commitments incurred by Midwest Valve Services prior to or in connection with such termination including, without limitation, the cost of all Goods and all processing, handling and fabrication costs incurred in connection with the Goods (collectively, the "Termination Payment").

8. **LIMITATION OF LIABILITY; INDEMNIFICATION.**

(a) NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, BUYER AGREES THAT MIDWEST VALVE SERVICES SHALL NOT BE LIABLE TO BUYER FOR ANY DELAY IN PERFORMANCE NOR SHALL MIDWEST VALVE SERVICES' LIABILITY INCLUDE INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES WHETHER OR NOT MIDWEST VALVE SERVICES HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH CLAIM INCLUDING, WITHOUT LIMITATION, LOSS OF TIME, OR LOSS OF ANTICIPATED PROFITS OR REVENUE, IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL MIDWEST VALVE SERVICES' LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE TO BUYER OF THE SPECIFIC GOODS MANUFACTURED OR SERVICES PROVIDED BY MIDWEST VALVE SERVICES GIVING RISE TO THE CLAIM OR CAUSE OF ACTION.

(b) Buyer hereby agrees to indemnify and hold Midwest Valve Services harmless from and against penalties, claims, demands, losses, causes of action, suits, judgments, costs and expenses, including reasonable attorneys' and paralegals' fees arising from or in connection with (i) the failure of Buyer to keep, perform and observe its obligations hereunder; (ii) any injury, sickness or death of a person other than an employee, contractor, subcontractor, agent of or other person acting on behalf of or otherwise engaged by Midwest Valve Services (a "Midwest Valve Services Representative") or damage to property to the extent not caused by the negligent act or omission of a Midwest Valve Services Representative; (iii) any injury, sickness or death of a Midwest Valve Services Representative not caused by the negligent act or omission of a Midwest Valve Services Representative; (iv) the failure of Buyer to comply with and observe all present and future laws, orders, codes, regulations, ordinances, rules and decrees of each governmental agency or instrumentality which may be applicable to the Goods or Buyer's business; (v) any actual or alleged infringement of any third party's intellectual property rights to the extent arising from designs, design information, specifications, processes or formulas supplied by Buyer; and (vi) specifications, design information, processes or other information or representation supplied or made by Buyer which proves to be inaccurate or which was not supplied by Buyer but should have been under the circumstances.

9. **LIMITED WARRANTY.** Subject to the limitations contained in Section 9(a) herein, Midwest Valve Services warrants that the licensed firmware embodied in the Goods will execute the programming instructions provided by Midwest Valve Services, and that the Goods manufactured by Midwest Valve Services will be free from defects in materials or workmanship under normal use and care and Services will be performed by trained personnel using proper equipment and instrumentation for the particular Service provided. Additionally, the foregoing warranties will apply until the expiration of the applicable warranty period. Goods are warranted for the earlier of twelve (12) months from the date of initial installation or eighteen (18) months from the date of shipment by Midwest Valve Services. Consumables and Services are warranted for a period of 90 days from the date of shipment or completion of the Services. Products purchased by Midwest Valve Services from a third party for resale to Buyer ("Resale Products") shall carry only the warranty extended by the original manufacturer. Buyer agrees that Midwest Valve Services has no liability for Resale Products beyond making a reasonable commercial effort to arrange for procurement and shipping of the Resale Products. If Buyer discovers any warranty defects, Buyer must notify Midwest Valve Services thereof in writing during the applicable warranty period. All replacements or repairs necessitated by inadequate maintenance, normal wear and usage, unsuitable power sources or environmental conditions, accident, misuse, improper installation, modification, repair, use of unauthorized replacement parts, storage or handling, or any other cause not the fault of Midwest Valve Services are not covered by this limited warranty, and shall be at Buyer's expense. Midwest Valve Services shall not be obligated to pay any costs or charges incurred by Buyer or any other party except as may be agreed upon in writing in advance by Midwest Valve Services. All costs of dismantling, reinstallation and freight and the time and expenses of Midwest Valve Services' personnel and representatives for site travel and diagnosis under this warranty clause shall be borne by Buyer unless accepted in writing by Midwest Valve Services. Goods repaired and parts replaced by Midwest Valve Services during the warranty period shall be in warranty for the remainder of the original warranty period or ninety (90) days from the replacement date, whichever is longer. This limited warranty is the only warranty made by Midwest Valve Services. Buyer's sole and exclusive remedy and Midwest Valve Services' sole and exclusive obligation for a breach of any warranty shall be for Midwest Valve Services to re-perform the Services or replace the Goods, subject to the limitations set forth in Section 9(a) herein. THE WARRANTIES

AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE. THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER MATTER WITH RESPECT TO ANY OF THE GOODS OR SERVICES.

10. **DEFAULTS.** In the event that Buyer fails to comply with any of the terms or conditions hereof, or, in Midwest Valve Services' reasonable opinion, Buyer's ability to make timely Payments hereunder is impaired, or Buyer becomes insolvent, bankrupt, or makes an assignment for the benefit of creditors, or Borrower is subject to a bankruptcy proceeding, then in any such event Midwest Valve Services may, (a) require cash payment and/or other assurances before providing further Services and Goods, (b) declare the Termination Payment and all other sums payable to Midwest Valve Services hereunder to be immediately due and payable, (c) if full payment for the Goods has not been received, enter upon Buyer's premises or any other place where the Goods are located and repossess all of the Goods without notice, hearing, court order or further process of law and/or (d) pursue any other remedy available to Midwest Valve Services at law or in equity. Buyer shall reimburse Midwest Valve Services for all costs and expenses (including reasonable attorneys' and paralegals' fees and expenses) incurred by Midwest Valve Services in collecting any amount due to Midwest Valve Services or enforcing any provision of this Agreement.

11. **BUYER'S OBLIGATIONS AND SUPPLIED DATA.** Buyer accepts and assumes all liability and responsibility for all safety warnings in connection with the Goods and for compliance of the Goods with all applicable laws. Buyer shall be responsible for receiving, storing, installing, starting up and maintaining the Goods. To the extent Midwest Valve Services has relied upon any data or information supplied by Buyer to Midwest Valve Services ("Data") in the selection or design of the Goods and/or provision of the Services and the preparation of the Midwest Valve Services' quotation, and the Data is inaccurate or incomplete, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

12. **SOFTWARE AND COMPUTER PROGRAMS.** Buyer acknowledges and agrees that all title to the software or firmware constituting part of the Goods shall remain vested in Midwest Valve Services or the applicable third party and shall be furnished to and used by Buyer only after execution of, and subject to, a separate license agreement. Buyer's sole and exclusive remedy with respect to any software or firmware provided hereunder shall be limited to the warranties, if any, of the manufacturer or licensor of such software or firmware. Buyer shall have no right to alter, modify, copy or prepare derivative works of any software or firmware except in accordance with such license agreement.

13. **CONFIDENTIALITY.** Buyer shall not use or disclose, or authorize anyone else to use or disclose, any of the terms of this Agreement, including but not limited to, prices, supplies, parts, assemblies, equipment, methods, blueprints, assembly procedures and techniques, production plans and layouts, correspondence, files, forms, reports, proposals, systems, marketing plans or strategies, financial, sales or commission information or reports, know-how, Intellectual Property (as defined below), policies, computer stored information, software, databases and programs, or any other secret or confidential information or matter relating to any aspect of the business of Midwest Valve Services (collectively, "Confidential Information") without the prior written consent of Midwest Valve Services. Confidential Information shall not include information which: (a) is or becomes publicly known through no wrongful act on Buyer's part, (b) is known to Buyer prior to receiving such information from Midwest Valve Services, (c) is independently developed by Buyer without reference to or use of the Confidential Information or (d) is disclosed pursuant to an order of a governmental or judicial authority, after prior notice to Midwest Valve Services and affording Midwest Valve Services reasonable opportunity and cooperation to object to the disclosure or obtain a protective order, at Midwest Valve Services' expense. "Intellectual Property" includes all trade secrets, copyrights, moral rights, author rights, Internet domain names, patents, trademarks (including without limitation registrations and applications, renewals and extensions thereof), continuations, continuations-in-part, trade names, rights in trade dress and packaging, continuations, reissues, renewals, and extensions thereof, regardless of whether any such rights arise under the laws of the United States or any other state, county or jurisdiction and applicable international laws, treaties and conventions. Upon Midwest Valve Services' request, Buyer shall immediately deliver to Midwest Valve Services all papers, books, manuals, lists, correspondence, documents and other materials relating to Confidential Information, together with all copies and embodiments of all of the foregoing, including, but not limited to, electronically stored records, databases, programs, computer disks and computer software, irrespective of whether the parties created the same or were involved with the same, and shall neither copy, use nor take any such material. This term does not supersede any previous confidentiality agreements of Buyer to Midwest Valve Services, but instead supplements any such prior agreements with the intent of providing Midwest Valve Services with the maximum protection possible. If any of the terms, conditions or other provisions of any such prior agreements are inconsistent with or contrary to this term, then this term shall control.

14. **INTELLECTUAL PROPERTY.** Midwest Valve Services makes no representations or warranties (i) regarding the intellectual property rights of Buyer in any invention, discovery, design or product provided hereunder (collectively, the "Products"), (ii) regarding any actual or potential infringement of the Products on any intellectual property or other rights of any person or entity and (iii) regarding the prior development or current existence of any invention, discovery, design or product similar to the Products. Midwest Valve Services expressly disclaims all liability and responsibility regarding safety testing or warnings necessary or desirable in connection with any of the Products. Midwest Valve Services shall have no liability or responsibility to conduct any investigation or inquiry with respect to the foregoing.

15. **SOLICITATION OF EMPLOYEES.** Neither party shall hire or solicit to hire any employee of the other party (other than general solicitations) during the term of this Agreement and for a period of twelve months thereafter without prior written consent from the other party.

16. **FORCE MAJEURE.** Midwest Valve Services shall not be liable for delays in performance or non-performance due to acts of God, war, riot, fire, explosion, accident, flood, sabotage, the shortage of or inability to obtain from anticipated sources adequate materials, parts or Goods, or transportation facilities, compliance with governmental requests, law, regulations, orders or actions, the breakage or failure of machinery or apparatus, national defense requirements or any other event beyond the reasonable control of Midwest Valve Services; or in the event of labor trouble, strike, lockout or injunction affecting Midwest Valve Services or its supplies, suppliers or transporters which event makes impractical the provision of the Services or the manufacture, procurement, transportation, delivery, acceptance or use of the Goods.

17. **NOTICES.** All notices and other communications given hereunder shall be in writing and deemed to have been given when (i) personally delivered, (ii) one business day after delivery to a nationally recognized overnight courier service, (iii) upon the written confirmation of receipt following the transmission of a teletype or (iv) three days after being mailed by certified mail, postage prepaid, to the addresses of Midwest Valve Services or Buyer as set forth in the Proposal or to such other addresses as either party may request by notice given in accordance with this paragraph.

18. **GOVERNING LAW; JURISDICTION AND VENUE/LIMITATION PERIOD.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. THE PARTIES AGREE THAT ALL ACTIONS ARISING OUT OF OR FROM THIS AGREEMENT OR ANY DOCUMENT OR TRANSACTION IN CONNECTION HERewith SHALL BE LITIGATED EXCLUSIVELY IN COURTS HAVING SITUS WITHIN THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS. THE PARTIES CONSENT TO THE JURISDICTION OF ANY COURT LOCATED WITHIN COOK COUNTY, IL AND IRREVOCABLY WAIVE ANY RIGHT TO CHANGE VENUE OF ANY SUCH ACTION OR OBJECT TO SAID JURISDICTION. NO ACTION OTHER THAN AN ACTION FOR UNPAID PAYMENTS UNDER THIS AGREEMENT MAY BE BROUGHT BY EITHER PARTY MORE THAN TWO YEARS AFTER THE CAUSE OF ACTION HAS ACCRUED.

19. **GENERAL PROVISIONS.** The relationship of the parties shall be that of independent contractors and not as partners or joint venturers. Each party is, and is intended to be, engaged in its own and entirely separate business. Except as expressly set forth herein, any waiver by any party of its rights under this Agreement shall be in writing and signed by the party waiving such right. The failure of either party to enforce any of the provisions of this Agreement or any rights in respect thereto, or to exercise any election herein provided, shall not waive such provisions, rights or subsequent breaches thereof. No course of dealing shall be deemed to constitute a continuing waiver of any breach or default or right or remedy hereunder. Buyer shall not assign its rights or obligations under this Agreement to any party without Midwest Valve Services' prior written consent. This Agreement shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. Except as otherwise stated herein, termination of this Agreement shall not release either party from any liability or obligation which has accrued as of the date of such termination.