

TERMS AND CONDITIONS OF SALE

Form: XI-COS (effective January 2014)

XCHANGER'S TERMS TO GOVERN - Only the Terms and Conditions of Sale stated herein shall be binding upon Xchanger, and no modification whether in Buyer's purchase order or otherwise shall bind Xchanger unless signed by Xchanger's authorized representative.

PROPOSAL - Prices are quoted firm for 30 days. Xchanger proposals are confidential and are prepared solely for the use of the addressee in considering the purchase of the equipment described. Dissemination or disclosure of this information to individuals outside of the organization represented by the addressee is unauthorized without our written consent.

TERMS OF PAYMENT - Terms of payment are subject to approval by Xchanger. Unless otherwise specified, terms are net cash 30 days after date of shipment. Invoices not paid within these terms of payment are subject to an interest charge of one and one half percent (1½%) per month.

TAXES - Our proposal does not include federal, state or local sales, privilege, use or other taxes of any kind applicable to the sale of the equipment involved. These taxes shall be paid by the purchaser or, in lieu thereof, the purchaser must provide us with a tax exemption certificate acceptable to the proper taxing authority.

CANCELLATION - Cancellation will be accepted upon payment of a percentage of the total special equipment price equal to the percentage of total work completed.

SHIPMENT - All prices are F.O.B. Hopkins plant and freight collect per our proposal with equipment mounted on skids, suitable only for domestic shipment, unless otherwise specified. Xchanger's standard Incoterm for international orders is Ex-Works. Shipping dates provided are computed from time of receipt at our main office of all details pertaining to the order essential to its proper execution. Such dates are estimates and are not guaranteed. If more than one shipment is made, each may be separately invoiced.

FORCE MAJEURE - Xchanger is not liable for any delay in the performance of contracts and orders, or in the shipment and delivery of goods, or for any damage suffered by the buyer by reason of delay, when such delay is, directly or indirectly, caused by or in any manner arises from fires, floods, earthquakes, hurricane or other natural disaster, accidents, riots, war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), terrorist activities, revolution, insurrection, government sanction, government interference, priorities, blockage, embargoes, strike, labor dispute, shortage of labor, fuel, or materials of supplies, inadequate transportation facilities, lockout or interruption or failure of electricity or telephone service, or any other cause or causes (whether or not similar in nature to any of those specified herein) beyond our control. No party is entitled to terminate this contract or order per the Cancellation clause in such circumstances.

CLAIMS - Claims for loss or damage in transit are the responsibility of the consignee, however, we will lend every possible assistance. In order to receive consideration, any shortage claims not covered by the common carrier must be made within 10 business days from the date of delivery.

DELIVERY - All costs incident to the unloading, transport, and erection of the equipment in purchaser's plant shall be borne by the purchaser, unless otherwise specified. When delivery of material is extended beyond 6 months from date of receipt of order at your request, the price may be increased to compensate for costs prevailing at the time of shipment, or any storage costs.

DOCUMENTS - Electronic copies of drawings, data sheets, installation, operation, and maintenance (IOM) manuals, and other relevant documentation are provided. Hard copies are available upon request.

PERFORMANCE - Performance figures are estimates only, based on the best reliable engineering practice. Actual performance may be influenced by prevailing or unknown conditions during operation. Xchanger is not responsible for performance issues.

BUYER'S REMEDIES - Xchanger will fulfill its warranty obligations set forth in its Limited Warranty. Buyer's remedies for any cause are limited as stated and under no circumstances shall Xchanger be liable for any further losses, damages, or expenses (whether direct, indirect, foreseeable, special, incidental, or consequential).

INDEMNIFICATION - Buyer agrees to indemnify and hold Xchanger harmless for any personal injury and/or property damage of any kind or type, arising out of or resulting from the handling, possession, or use of equipment by the Buyer or any subsequent owners.

ARBITRATION - Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

DISPUTES - The above Terms and Conditions of Sale shall be governed by and construed in accordance with the laws of the state of Minnesota.

LIMITED WARRANTY

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LIMITED WARRANTY PERIOD - The sooner of either:

- 12 months from date of start-up
- 18 months from date of shipment from Xchanger

TERMS - Xchanger warrants only to the original non-consumer Customer during the Limited Warranty Period that the Product will be free from defects in material and workmanship under intended use and service.

Provided our examination shows the item to be defective, Xchanger, at its exclusive option, will repair the defective Product at our facility, provide a replacement Product, or refund 100% of Xchanger's original selling price. In order to make use of Xchanger's Limited Warranty, the Customer must have delivered the Product to our facility at the Customer's expense. Under no circumstances should the allegedly defective Product be returned unless the Customer has written permission from Xchanger to do so.

The part or parts must have been used as intended and in accordance with our instructions. No allowance will be made for repairs or alterations made without the written consent of an Xchanger representative.

DISCLAIMER OF IMPLIED AND OTHER WARRANTIES - THE PRECEDING EXPRESS LIMITED WARRANTY IS THE EXCLUSIVE WARRANTY PROVIDED BY XCHANGER, WITH RESPECT TO THE PRODUCT, IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED. XCHANGER PROVIDES NO REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS OF THE PRODUCT FOR A PARTICULAR PURPOSE.

While Xchanger may assist the Customer with Product selection or provide opinions with regard to a proposed application, Xchanger does not assume any responsibility for suitability of the Customer's Product with respect to the proposed application, operating environment, or the Customer's methods or system design. The Customer is solely responsible for making the determination that an Xchanger Product is suitable for the Customer's application and any associated requirements.

LIMITATIONS ON LIABILITY - The Limited Warranty is provided only to the original non-consumer purchaser of the Product and not to any subsequent owners or users. The Limited Warranty does not cover performance degradation or damages resulting from plugging, fouling, improper installation, improper handling, failure to adhere to applicable instructions, erosion, corrosion, freezing, water hammer, system induced metal fatigue, misuse, neglect, alteration, accident, operating at temperatures or pressures in excess of those for which the equipment was specified and furnished or any other reason not related to defects in material or workmanship of the Product.

The liability of Xchanger is limited to our option of the repair, replacement, or refund of any Product which has been found defective by our examination after it has been returned F.O.B. our factory. Such repair, replacement, or refund shall constitute the extent of our obligation.

In the event that Xchanger manufactures a Product based on information provided by the Customer or on the Customer's behalf and such information is inaccurate or excludes relevant facts necessary to offering a Product selection including, but not limited to, those pertaining to operating, design, and environmental conditions, then Xchanger will not have any responsibility to the Customer under this Limited Warranty or otherwise.

XCHANGER'S LIABILITY ON ANY CLAIM OF ANY KIND RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION, NEGLIGENCE, FOR ANY LOSSES OR DAMAGES ASSOCIATED WITH AN ORDER OR WITH THE PERFORMANCE, OPERATION, OR USE OF A PRODUCT ASSOCIATED WITH AN ORDER SHALL UNDER NO CIRCUMSTANCES EXCEED THE PRICE ALLOCABLE TO THE EQUIPMENT OR UNIT THEREOF WHICH GIVES RISE TO THE CLAIM AND SHALL TERMINATE THE SOONER OF EITHER 1 YEAR AFTER THE COMPLETION OF INSTALLATION OF THE EQUIPMENT OR 18 MONTHS AFTER THE SHIPMENT OF THE EQUIPMENT FROM XCHANGER'S FACILITY. XCHANGER WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF THE EQUIPMENT OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COSTS, OR CLAIMS OF SUBSEQUENT OWNERS FOR SUCH DAMAGES.

Motors, controls, accessories, instruments, and other purchased parts are warranted by their original manufacturers. Such warranties will be carried out in accordance with the usual terms thereof.