

GENERAL TERMS AND CONDITIONS OF SALE

DEAN TECHNOLOGY, INC.

P. O. Box 848

FARMINGDALE, NEW JERSEY 07727

The following terms shall be part of any contract of sale entered into between the Buyer and Dean Technology, Inc. or any of its divisions, HV Component Associates, CKE, and High Voltage Power Solutions, Inc. (DEAN) and shall be incorporated by reference therein.

1. PRICES AND TERMS OF PAYMENT

- a. Prices of products are published separately. The acceptance of orders for shipment is subject to the prior approval of DEAN TECHNOLOGY INC: credit department. Full payment is due 30 days from date of invoice unless otherwise specifically agreed upon in writing.
- b. Invoices will contain prices in effect at the time of shipment.
- c. Export orders shall be payable in United States funds at par.
- d. TAXES. No Sales, Use, Retailers, Occupation, Service Occupation, Service Use, or other similar taxes are included in our prices.

2. SHIPMENT

- a. The time of delivery set by DEAN is the date for shipping from its plants or warehouses. DEAN will not be liable for delays in delivery caused by any reasons beyond its control, including acts of God, casualty, civil disturbance, labor disputes, transportation or supply difficulties, any interruption of DEAN'S facilities, or act of any government agency. The time for delivery shall be extended during the continuance of such conditions and for a reasonable time thereafter.
- b. All shipments are f.o.b. DEAN'S plants or warehouses from which Products are shipped. DEAN is not responsible for damage to or loss of products after delivery to the transportation company.
- c. DEAN will decide how to pack and ship unless specific instructions are given.
- d. Where shipment from stock is indicated, Products may be subject to prior sale.

3. TRANSPORTATION CHARGES

- a. Premium rate services such as Express (Rail or Air), Air-freight, etc. will be utilized only when specified by customer. If prepayment is requested, DEAN'S invoice will show an additional charge equal to the excess transportation charges.
- b. Unless otherwise requested in writing, goods shipped by Parcel Post will be insured, and the postal fee and insurance charges will be added to the invoice.

4. MINIMUM ORDER CHARGE

- a. \$100.00 on standard Products. \$50.00 for special items and emergency orders and must be charged to a credit card.
- b. International shipments will have a minimum of \$ 250.00 for routine orders. Shipments of emergency orders will have a minimum of \$ 100.00.

5. WARRANTY LIABILITY

- a. DEAN warrants to its customers that all products manufactured by DEAN will be free from defects in material and workmanship for 12 months from the date of shipment. All warranty claims must be submitted to DEAN within ten (10) days of discovery of defects within the warranty period, or shall be deemed waived. DEAN'S sole responsibility hereunder shall be to furnish replacements for such defective products or parts without charge f.o.b. its factory. This warranty shall not apply to any product that has been subject to misuse, misapplication, neglect (including but not limited to improper maintenance and storage), accident, improper installation, modification (including but not limited to use of unauthorized parts of

attachments), adjustment or repair. Identifiable items manufactured by others but installed in or affixed to DEAN'S products are not warranted by DEAN.

THE FOREGOING IS IN LIEU OF ALL OTHER WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND OF ANY OBLIGATION OR LIABILITY OF ANY KIND OR NATURE WHATSOEVER. No representative or DEAN has authority to waive, alter, vary or add to the terms hereof without prior approval in writing.

- b. DEAN'S liability for its products, whether in contract, negligence, or strict liability in tort, is limited to the repair or replacement of the product, or the parts thereof. We will not be liable for any other damages, whether direct or consequential, including but not limited to loss of use, income, profit or production, or increased cost of operation, or spoilage of or damage to material arising in connection with the sale, installation, use of, inability to use, or the repair or replacement of, its products.

6. BOXING AND CARTAGE

No charge is made for boxing or crating required by transportation company for domestic shipments. Cost of special boxing, cartage to steamer or transfer expenses will be added to the shipping invoice, unless such charges are shown to be included in the price quoted.

7. DESIGNS, DIMENSIONS AND WEIGHTS

Because DEAN is constantly improving its products, the design, dimensions and weights shown in DEAN'S catalogs, while sufficiently accurate for most purposes, are subject to variation. If extreme accuracy is required, additional information and certification will be provided upon request after receipt of order.

8. RETURNED GOODS

No goods will be accepted for return unless previously authorized in writing by DEAN.

9. LIMITATIONS

Any action by Seller of Buyer pertaining to a sale hereunder must be instituted within one year after the accrual of the claim upon which the action is based.

10. CHANGES

If quotation provides for products to be custom made for special applications, the quoted price is applicable only where correct tolerance requirements are provided by the customer by print or sample part. DEAN reserves the right to terminate such orders without obligation to either party if, in its opinion it is not possible to meet the required specifications. If changes in fabrication or design are required by reason of incorrect tolerances furnished or deviation from prints or samples submitted, the cost of such changes shall be at the customer's expense and shall be added to the quoted price.

11. INDEMNITY

Buyer will indemnify and save Seller harmless from and against any and all claims, losses, obligations, liabilities, cost, and expenses (including legal and other fees) arising from acts or omissions of Buyer in breach of this Agreement or any tort actions brought by OEM or other end uses of Products covered by this Agreement.

12. ORDER ACCEPTANCE

Orders shall not be deemed accepted until approved in writing at DEAN'S plant. Seller reserves the right to refuse any order.

13. GENERAL

- a. These terms and conditions are subject to change without notice.

- b. Unless otherwise stated, a quotation is only valid for a period of 30 days from the date of the quotation.

14. CANCELLATIONS

A customer may not cancel an order without DEAN'S prior authorization. In canceling without said prior authorization, the customer shall be liable for all costs and expenses incurred up to that cancellation point including profits assigned to the full order.