

**BAKER SALES ORDER MONITOR AND
HAIGHT DIVISION TERMS OF SALE**

All quotations and sales are subject to the following terms and conditions and those contained on the face hereof. Baker's Haight and Monitor Divisions ('Baker') are bargaining for and will do business only on the terms and conditions on this form.

1. ACCEPTANCE AND FILLING OF ORDERS; CONTRARY TERMS; ENTIRE AGREEMENT. All orders for goods and materials are subject to acceptance by Baker at its applicable Monitor or Haight Division office. **BUYER'S ORDER IS ACCEPTED ONLY ON THE TERMS AND CONDITIONS CONTAINED HEREIN AND THE PROVISIONS OF ANY PURCHASE ORDER OR OTHER WRITING IN CONSISTENT HERewith SHALL NOT CONSTITUTE A PART OF THE CONTRACT OF SALE.** Baker's acceptance is conditional on Buyer's assent to these terms and conditions and if any of these terms and conditions are not acceptable to Buyer, Baker must be notified promptly. This writing is intended also as a complete and exclusive statement of the terms and conditions thereof and that a contract be formed between the parties. No modification of any term or condition will be valid or binding upon Baker unless approved by Baker in writing by Baker's duly authorized personnel. The authority of Baker's agents is limited to solicitation of orders and collection of debts.

2. PRICES - Prices are F.O.B. factory, except that goods to be shipped outside the United States are F.O.B. destination for the Monitor Division only. Unless specifically held open for a length of time on Baker's Quotation form, all Price Lists, Discount Schedules, other Promotional Programs, and Freight Allowances are subject to change without notice. Any unshipped balances on Buyer's purchase orders will be invoiced to and paid by Buyer at prices in effect at the time of delivery. Orders based on quotations shall specify the quotation number.

3. MINIMUM INVOICE - Unless otherwise agreed, a minimum charge of \$50.00 net will be charged on each purchase to cover packing, shipping, order processing, billing and other handling expenses:

4. QUOTATIONS - Quotations are good for 45 days from the date of quotation, unless otherwise stated.

5. PAYMENT TERMS - Terms of sale are as stated in the current applicable Catalogs, Price Lists, Discount Schedules, Promotional Programs, and Special Sales Terms. All orders are subject to approval of Baker's credit department. Baker reserves the right to require payment in advance or C.O.D., or to otherwise modify credit terms. For Monitor Division Buyers a finance charge of 1.5% per month, which is an annual percentage rate of 18% per year, will be charged on past due accounts.

6. CATALOGS AND PRICE LISTS- Goods and materials reflected in Baker's Catalogs, Price Lists, Discount Schedules, and Special Sales Terms are subject to change at any time and may not be kept in stock. Baker shall not be liable for any errors or omissions in its Catalogs, Price Lists, Discount Schedules, and Special Sales Terms.

7. DELIVERY DATES - Shipment, delivery and all other dates are estimates only, and shall be subject to, and contingent upon, strikes, labor difficulties, riot, war, fire, delay or defaults of common carriers, failure or curtailment in Baker's usual sources of supply, governmental decrees or orders, or without limiting the foregoing, any other delays beyond Baker's reasonable control, and Baker shall not be liable for any loss or damage arising therefrom. Any delivery not in dispute shall be paid for regardless of other delivered or undelivered merchandise.

8. CANCELLATION- Orders received and accepted by Baker are firm contracts and Buyer can cancel only with Baker's written consent and upon payment of reasonable cancellation charges, including reimbursement of Baker's direct costs incurred, normal, indirect and overhead charges and a normal profit.

9. RESTOCKING CHARGES - Goods may be returned only when specifically authorized by Baker. Buyer shall be charged a minimum of 15% for restocking or handling charges, plus any further expense incurred in freight or manufacturer return charges. However, the restocking charge will not apply if Baker authorizes the return of goods as defective.

10. IMPROVEMENTS AND SPECIFICATIONS - Manufacturers and Baker are constantly improving the design, construction and quality of their products and Baker accepts no liability for any difference between the catalog illustration and the furnished product to Buyer. All specifications and engineering data provided to Buyer are provided in good faith and Buyer agrees to hold Baker harmless and indemnify Baker for any damages, losses, or expenses arising from specification changes, inaccurate specifications or from functional failures.

11. SHIPPING POLICIES AND CLAIMS - All freight allowances will be in accordance with the applicant freight policy outlined in Baker's Discount Schedules and Freight Allowances. Baker reserves the right to ship via the most economic transportation means, routing of the shipment, and to select the point or origin for the shipment on goods to be shipped outside the United States for the Monitor Division only, title shall pass upon delivery at the agreed upon destination. These shipments will be in accordance with the provisions of form AD39, Baker Mfg. Co./Monitor Division Terms, Discounts & Freight Policy. On all other goods delivered by Common Carrier, title shall pass upon delivery to the Carrier, and Baker accepts no liability for breakage, damage, hidden or otherwise, delay or shortage after goods are delivered to the Carrier. On goods delivered by Common Carrier, all claims for shortages or damages must be made directly to the Carrier within seven days following the delivery of goods. On goods delivered by Baker trucks, all claims for shortages or damages must be made to Baker in writing within seven days following the delivery of goods. Baker will not be responsible for material shortage claims for deliveries to unattended sites.

12. FREIGHT, CHARGES, FEES, AND TAXES - In addition to the stated prices, Buyer

will reimburse Baker for sales tax, use tax, or any other tax which Baker must, at any time, either pay or be required to collect by reason of the sale of goods and/or services to Buyer. Buyer is also responsible for all freight charges, if applicable, except on goods to be shipped outside the United States. Whenever applicable, taxes or freight charges will be added to the invoice as a separate charge to be paid by the Buyer. Buyer will also pay Baker any collection fees and reasonable attorney's fees incurred by Baker in enforcing this agreement or defending against any claim for breach of this agreement.

13. APPLICABLE FEDERAL LAWS - Baker and Buyer will Comply with all federal laws and regulations issued pursuant to such laws, which govern Baker's and Buyer's performance hereunder.

14. WARRANTY PROVISIONS - For Haight Division Buyers, Baker warrants the goods manufactured by it to be free from defects in material or workmanship under normal use and service for a period 90 days from the date of start-up or one year from the date of shipment, whichever comes first. Goods through normal use that become unusable within one year are warranted only as to defaults in material or workmanship for 90 days from the date of startup.

For Monitor Division Buyers, Baker warrants the goods manufactured by it to be free from defects in material or workmanship under normal use or service, for a period of one year from date of shipment.

This warranty does not apply to goods or parts not manufactured by Baker, instead Baker's obligation for these goods or parts is limited to the actual warranty extended to Baker by the manufacturer. This warranty does not include installation.

All warranties herein are void and do not apply if: 1) the goods or parts have been altered or repaired by others; 2) the goods have not been installed or used in accordance with any applicable instructions or limitations provided by Baker, or the manufacturer of the good or part; 3) the goods or parts have not been installed or used in accordance with the goods' or parts' normal use and service; or 4) the goods are used in nuclear facility applications.

BAKER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WITH RESPECT TO THE GOODS, PARTS AND MATERIALS, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY AS TO MERCHANTABILITY OR AS TO THE FITNESS OF THE MERCHANDISE FOR A PARTICULAR USE AND SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, DIRECTLY OR INDIRECTLY, ARISING FROM THE USE OF SUCH MERCHANDISE OR FOR CONSEQUENTIAL DAMAGES.

15. RETURN OF GOODS OR MATERIALS; LIMITATION OF REMEDIES - Baker must be given notice of any rejection of the goods or parts within 7 days of Buyer's receipt of the goods or parts with respect to which the claim is being made, and prior to the goods or parts being returned. As to any warranty claim made after Buyer's acceptance of the goods, Buyer must notify Baker of the warranty claim within seven days of discovery of the claim, and prior to return of the goods or parts. No goods or parts shall be returned without Baker's approval and the authorization number given to Buyer by Baker. All returned goods or parts must be accompanied by necessary warranty information and are subject to inspection by Baker before any repair, replacement or credit, at Baker's option, will be issued. Baker's liability and Buyer's sale and exclusive remedy for any claim against Baker will be limited to repair, replacement and or credit, at Baker's option, with respect to goods returned to Baker at Buyer's expense. Any goods, or parts which have been defaced, altered or worked upon in any way, will not be subject to repair, replacement or credit.

16. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES; EXCLUSION OF TORT REMEDIES - BAKER WILL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LABOR COSTS OR LOST PROFITS RESULTING FROM THE USE OF OR INABILITY TO USE THE GOODS OR MATERIALS. This is a commercial sales transaction. The parties want it to be governed by Article 2 of the Uniform Commercial Code and related commercial legal principles. **NEITHER PARTY WILL HAVE ANY NEGLIGENCE OR OTHER TORT LIABILITY TO THE OTHER OR TO ANY THIRD PARTY, ARISING FROM ANY BREACH OF THIS AGREEMENT.** It is intended by the parties that the exclusion of consequential and incidental damages and tort remedies are separated and distinct from any limitation of remedies provided hereunder.

17. LAW OF AGREEMENT- All disputes under this agreement shall be settled in accordance with the laws of the State of Wisconsin, including the Uniform Commercial Code.

18. PROPRIETARY DATA - Unless otherwise specifically agreed in writing by an officer of Baker, neither Buyer nor any other person, shall have any right to examine or audit Baker's books, cost accounts or records of any kind or on any matter, or be entitled to, or have control over, any engineering or production prints, drawings or technical data which Baker in its sole discretion, may consider in whole or in part proprietary to itself.

19. SET OFF - Baker may set off any amount due to Buyer, whether or not under this agreement, against any amount that may become due from Buyer hereunder.

20. CONTROLLING PROVISIONS - These terms and conditions shall supersede any provisions, terms and conditions contained on any order, or other writing the Buyer may give or receive and the rights of the parties shall be governed exclusively by the provisions, terms and conditions hereof. Baker makes no representations or warranties concerning this order except such as are expressly contained herein, and this order may not be changed or modified orally.

21. NON-WAIVER - Failure of Baker to enforce any of these conditions or exercise any right accruing through the default of the Buyer shall not affect or impair Baker's rights in case such default continues or in case of any subsequent default of the Buyer and such failure shall not constitute a waiver of other or future defaults of the Buyer.

Regulatory Information

WARNING: This product is subject to California Proposition 65. Product contains chemical known to the State of California to cause cancer and reproductive harm - www.P65Warnings.ca.gov

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