



STANDARD TERMS AND CONDITIONS

- 1. AGREEMENT/ACCEPTANCE.** These Standard Terms and Conditions and any CB&E Term Sheet, proposal, quote or invoice (collectively, the "Contract") submitted by Catawba Baler & Equipment, LLC ("CB&E") to the person or entity listed on the Contract (hereinafter, the "Purchaser") shall set forth the complete agreement between CB&E and Purchaser. Any additional or different terms proposed by or set forth in Purchaser's terms and conditions or set forth in any invoice, purchase order or otherwise by Purchaser are expressly objected to and shall not be binding upon CB&E, unless specifically agreed to in a writing signed by an authorized representative of CB&E.
- 2. GOODS & SERVICES.** CB&E shall provide the goods and/or services stated in CB&E's Contract and such goods and/or services otherwise requested by Purchaser, which are agreed upon by CB&E in writing. Purchaser agrees that it shall be responsible for paying for any goods and/or services provided by CB&E under the Contract and at Purchaser's direction. Title to and risk of loss for any goods shall pass to Purchaser upon delivery; provided, however, that Purchaser grants to CB&E a present and continuing purchase money security interest in all goods until Purchaser has been paid CB&E in full for all amounts due from Purchaser to CB&E.
- 3. PAYMENT.** The price for all goods and services provided by or through CB&E, including all federal, state, and local taxes which may be imposed on the sale or manufacture of any goods or services, shall be in accordance with the prices set forth in the Contract. Payment shall be made in the amount and on the terms stated in the Contract. If no terms of payment are stated, Purchaser shall pay CB&E within 30 days from the delivery of any goods and the performance of any service provided by or through CB&E. Balances not paid within 30 days will be assessed a 1.5% monthly finance charge. Purchaser is responsible for all costs of collection, including, but not limited to, CB&E's attorneys' fees.
- 4. ASSIGNMENT.** The Contract is not assignable by Purchaser without the prior written consent of CB&E. The provision of the Contract shall be binding upon CB&E and Purchaser and all of their respective heirs, successors, assigns and legal representatives.
- 5. CHOICE OF LAW/JURISDICTION/EXPENSES.** The Contract and any matters related to or arising out of any dispute between Purchaser and CB&E shall be governed by and construed in accordance with the Laws of the State of North Carolina. Purchaser hereby irrevocably consents to the jurisdiction of any state or federal court sitting in Guilford County, North Carolina for purposes of any action or proceeding relating to or arising out of any dispute between Purchaser and CB&E, and Purchaser expressly waives any objection to the personal jurisdiction or venue of any such court. If any dispute or litigation arises between CB&E and Purchaser, the prevailing party shall be entitled to recover its actual expenses, including reasonable attorneys' fees, costs and other expenses.
- 6. SIGNATURES/AUTHORITY.** CB&E's and Purchaser's signatures may be exchanged by fax or email, which shall be binding and have the same effect as an original signature.
- 7. WARRANTY/LIABILITY/INDEMNIFICATION.** CB&E makes NO EXPRESS OR IMPLIED WARRANTIES OF ANY TYPE WITH RESPECT TO ANY GOODS OR SERVICE PROVIDED UNDER THE CONTRACT, WHETHER OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, AND CB&E SHALL NOT BE LIABLE TO THE PURCHASER, IN ANY EVENT, FOR ANY PERSONAL INJURY, DEATH, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, WHETHER ARISING FROM ANY GOODS OR SERVICE PROVIDED BY OR THROUGH CB&E, ANY DEFECT IN GOODS OR SERVICES, ANY USE



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OR MISUSES OF GOODS, OR PURCHASER'S INABILITY TO USE, DISPLAY OR SELL ANY GOODS OR EQUIPMENT SERVICED OR PROVIDED BY OR THROUGH CB&E OR OTHERWISE, EVEN IF THE POSSIBILITY OF SUCH DAMAGES IS ANTICIPATED BY OR KNOWN TO CB&E AND/OR PURCHASER. Neither CB&E nor its suppliers shall be liable, under any legal theory, for loss of use, prospective or speculative profits or revenue, or for cost of capital or of substitute use or performance, or for any incidental, indirect, special or consequential damages, liquidated damages or penalties, or for any other loss or cost of similar type, or for claims by Purchaser for damages of Purchaser's customers. The remedies of Purchaser set forth herein are exclusive. Any liability of CB&E to Purchaser shall in no case exceed an aggregate amount equal to the amount paid by Purchaser under the Contract. Purchaser will defend, indemnify and hold CB&E harmless from and against any and all claims, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising out of or in connection with any use or misuse of any goods or services provided by or through CB&E or any breach of the Contract by Purchaser.

8. FORCE MAJEURE. CB&E is not responsible for any delay in delivery or installation due to casualty, fire, explosion, accident, strikes, delays in receiving material from manufacturers, governmental restrictions, act of God, or any other cause beyond the control of CB&E. Delays caused by Purchaser or its agents may result in charges for additional installation trips and/or additional installation time, redelivery charges, or warehousing, including delays from causes such as, but not limited to: lack of reasonable access to the equipment or machinery being repaired or to the specific work areas needed to complete repairs; insufficient progress by other trades, contractors, subcontractors, or suppliers; lack of security for building or specific work area; storage requirements; debris or other impediment to delivery and installation; and lack of plumbing, electrical or other utilities, all of which shall be provided by Purchaser.

9. RELATIONSHIP. The Contract and the relationship contemplated thereby shall not create a partnership, joint venture or other joint enterprise between CB&E and Purchaser, it being the intention of each party to remain independent of and from the other.

10. SEVERABILITY. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of the Contract.

11. ENTIRE AGREEMENT/MODIFICATION/WAIVER. The Contract constitutes the entire agreement between CB&E and Purchaser relating to the subject matter hereof and supersedes all prior agreements, proposals, representations and commitments. The Contract may not be amended or supplemented except by a writing signed by the party against whom such amendment or supplement is sought to be enforced. The waiver of any right by CB&E in any particular instance or instances shall not, unless so specified by CB&E in writing, be construed as a continuing waiver.

12. INTERPRETATION. The captions contained herein are for purposes of reference only and shall not affect the meaning or interpretation of the Contract. If any provision of the Contract requires judicial interpretation, the judicial body interpreting or construing such provision shall not apply the assumption that the terms of the Contract shall be more strictly construed against one party which itself or through its agents prepared the same.

13. NOTICES. For purposes of the Contract, any notice, document, or other item requiring delivery to a party thereto shall be sent in writing, and shall be deemed received when delivered by overnight courier service or when received by certified or registered mail at the address for the receiving party. A party may change its address for notice purposes by notifying the other party of such change in address pursuant to the provisions of this paragraph.