

ALLIED SYSTEMS COMPANY Standard Terms and Conditions

General:

These standard terms and conditions, the product specific limited liability warranty form, the quotation, the acknowledgement, the invoices and the Purchasers' purchase order, constitute the entire agreement of the parties and there are no other representations of warranties, oral or written, expressed or implied, statutory or otherwise. The terms and conditions may be modified only in writing by an authorized representative of Allied Systems Company. Any written conditions imprinted on the Purchaser's purchase order, which are not conforming with, or are contrary to any Allied Systems Company documents are considered void and of no effect unless agreed to in writing by Allied Systems Company. If any terms or conditions of this agreement are at any time determined to be void, the remaining provisions are valid and enforceable.

Prices and Quotations:

All quotations are subject to change without notice. All orders, whether or not submitted pursuant to a quotation, are subject to acceptance by Seller at its corporate offices in Sherwood, OR. Quotations are based upon information provided by Buyer at time of quotation. All prices are Ex-works Seller unless otherwise agreed to by seller.

Terms of Payment:

Payment terms are as specified in Seller's quotation. Invoices shall be paid in US dollars to Seller's office directed on the invoice. Seller reserves the right to impose a 1.5% per month interest charge for any past due payments.

Taxes and Fees:

Prices do not include any sales, use, excise or similar taxes, charges or duties, or any other charges applicable to the sale or delivery of the goods and services specified on the front hereof, and the amount of any thereof which Seller is required to pay or collect will be reimbursed by Buyer. Buyer shall also pay any collection fees and reasonable attorneys' fees incurred by Seller in collecting payment of the purchase price and any other amounts for which Buyer is liable hereunder.

Shipments:

All shipments, unless agreed otherwise, are shipped EXWORKS Sherwood, Oregon, USA Incoterms 2010. The acknowledged ship date is normally measured from the date Allied Systems Company receives the firm Purchase Order and any required down payments. If the Purchaser requests a delay of shipment beyond the agreed upon date or if the expected payment of prior-to-ship amounts is not received on time, Allied Systems Company reserves the right to charge the Purchaser storage and financing costs. Allied Systems Company will arrange shipments in accordance with the Purchasers instructions received on order acceptance. If instructions are not received, Allied Systems Company will select the carrier and routing without liability. The Purchaser agrees that freight, duty and brokerage are for their account as applicable. Unless otherwise specified in writing by the Purchaser, Allied Systems Company will not request additional insurance from the carrier.

Delays:

Allied Systems Company will endeavor to ship the goods or complete the contract within the time agreed (if any) but it shall not be liable for any loss or damage of any kind whatsoever caused directly or indirectly by any delay in the delivery of the goods or completion of the contract.

Time:

Lead times are estimates and subject to reasonable modification and extension by Allied Systems Company. Allied Systems Company shall not be liable for loss or damage due to delay or non-delivery resulting from the acts or omissions of the Buyer, transportation delays, inclement weather, mechanical failure, material shortages, civil disorders, labor difficulties, vendor allocations, fire, flood, accidents, acts of God, or any other cause beyond Allied Systems Company's reasonable control.

Warranty:

Allied Systems Company warrants all new products and parts under a separate, product specific, limited warranty.

Change or Cancellation:

Once the order is approved and accepted by Allied Systems Company, the agreement is not subject to change or cancellation unless both parties agree in writing to the change or cancellation.

Patents or Licenses:

No right or license is granted to the Purchaser under any patent, copyright, registered design, trademark or other industrial property right except the right to use or resell the goods (unless otherwise specifically granted).

Misrepresentation:

Allied Systems Company shall not be liable for any misrepresentation arising from printing and clerical errors, statements in oral, written or any other form by third parties accepted and relied on by Allied Systems Company in good faith, or oral statements not confirmed by Allied Systems Company in writing.