

CONTROLLED POWER COMPANY
1955 Stephenson Highway Troy, MI 48083
Phone: (248) 528-3700

TRYSTAR TERMS AND CONDITIONS OF SALE

The terms and conditions, to which the sale of products to the Customer is subject, are set forth below ("Terms and Conditions of Sale"). Trystar, LLC. ("Seller") expressly conditions the sale upon Customer's assenting to these terms and conditions. By accepting delivery of the products described in any order placed by a Customer, or in any related Trystar invoice (the "Products"), Customer expressly assents to the terms and conditions contained herein. SELLER OBJECTS TO, AND SHALL NOT BE BOUND BY, CUSTOMER'S PURCHASE ORDER, CONFIRMATION FORMS OR OTHER DOCUMENTS THAT ATTEMPT TO IMPOSE UPON SELLER ANY TERMS OR CONDITIONS AT VARIANCE WITH OR IN ADDITION TO, SELLER'S TERMS AND CONDITIONS HEREIN SET FORTH. For administrative convenience, instructions regarding shipments ("Instructions") may be included by Customer on its ordinary purchase order forms, and such Instructions may be acknowledged by Seller on its acknowledgment forms, but the terms and conditions stated in such forms of Customer shall have no effect to the extent that they are inconsistent with or supplement to any of the terms, conditions or provisions of the Terms and Conditions of Sale contained herein.

Prices. All prices shall be quoted or in accordance with the Seller's price list and/or arrangements current at the time of order and such lists are subject to the conditions stated therein. Verbal quotations are subject to written confirmation, which will be given when requested.

Changes. The Seller reserves the right to accept any order in whole or in part, or to decline any order. Customer shall have no option to change any quantity, size or specification, etc., for any orders placed by Customer without the prior written agreement of Seller. No cancellations will be accepted on custom orders without prior written approval of Seller.

Payment Terms. Terms of payment shall be strictly net 30 days, unless specifically agreed to in writing by the Seller. No price reduction or discount will be allowed for any cause other than as herein provided, unless agreed to in writing by both parties.

Customer's Credit. Seller reserves the right to do any one or more of the following, whenever warranted based on the financial condition of Customer, at Seller's sole discretion: (1) alter or suspend credit; (2) modify any credit terms provided to Customer; (3) require cash payments or satisfactory security from Customer before a shipment; or (4) accelerate the due date of payment by Customer for any order with Seller. Seller further reserves the right to retain possession of the Products and the right to stop Products in transit. At Seller's option, any failure by Customer to pay any invoice when due shall cause all subsequent invoices to be immediately due and payable in full, irrespective of their terms. Acceptance by Seller of any partial payment shall not waive any rights of Seller. Interest will be charged on the unpaid balance of past due accounts at the rate of 1.5% per month, or at the highest rate legally permitted, if less than 1.5% per month. In the event that Seller prevails in a dispute involving amounts outstanding, Customer agrees to pay the costs of collection, including, without limitation, reasonable attorneys' fees. Nothing in this paragraph shall operate to limit or otherwise restrict Seller's rights and remedies in the event of a default here by Customer.

Shipments & Shipping Dates. All shipments shall be F.O.B. Seller's manufacturing plant, at which time title of the Products shall pass to the Customer. Customer agrees that the delivery and shipment schedule estimates, or changes thereto, provided by Seller represent Seller's best estimate of the date shipment will be made. Seller will use commercially reasonable efforts to make shipments and deliveries by those dates. However, Seller will not be liable for any loss or damage howsoever arising as a result or consequence of any failure to deliver, or for any delay in delivery arising from any circumstances of any nature whatsoever. Further, Seller will not be in breach of an agreement if such shipments or deliveries are delayed notwithstanding Seller's efforts. The Customer shall not be relieved of any obligation to accept or pay for the Products by reason of any delay in delivery. Seller reserves the right to deliver by installment and each installment may, at Seller's option, be deemed to be sold under a separate contract. Failure to deliver any installment shall not entitle Customer to repudiate the contract.

Warranty. SELLER MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, IN RESPECT TO THE PRODUCTS, (EXCEPT AS OTHERWISE STATED IN WRITING BY SELLER) AND IN PARTICULAR MAKES NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE. However, in Seller's judgment, should any Product manufactured by Trystar not conform to Seller's standard quality or is found to be defective at the time of manufacture, Seller's obligation is to repair or replace, any such part or length of Product. Seller obligation is to repair or replace, at Seller's sole option, F.O.B. the original continental U.S. point of delivery. Defective Products shall be returned to Seller, F.O.B. Customer's continental U.S. location. No claim shall be recognized by the Seller unless made in writing and notified to the Seller by the Customer within 30 days of shipment of the Products to the Customer.

In the event that Seller agrees to the return of Products by the Customer, Seller will provide Customer with a written Return Goods Authorization ("RGA"). Seller will not accept any Products for return without such RGA. The Products shall be at Customer's risk until such time as the Products reach the Seller's place of business. The expense of the return shall be borne by the Customer, unless the Products are deemed by the Seller, in Seller's judgment, to be defective. In the event that the Customer desires to return Products that conform to Seller's standards and are not defective, and Seller, at its option, agrees to the return of Products, all Products must be in the original packing; not opened or used. Customer will be subject to a 20% re-stocking fee for all such Products returned.

The remedies provided herein are Customer's sole and exclusive remedies. Further, the parties expressly agree that Seller SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS ARISING OUT OF BREACH OF CONTRACT, WARRANTY, ANY TORT OF CLAIMS, OR ARISING UNDER THE THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED, AND SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR CONTINGENT DAMAGES WHATSOEVER. Without limiting the generality of the foregoing, Seller specifically disclaims any liability for penalties, special or punitive damages, damages for lost profits or revenues, loss of use of products or equipment, cost of capital, facilities or services, down time, shut-down costs or for any other kinds or types of economic loss.

Representations. The Customer has no authority to bind the Seller by any representation, undertaking, assertion or statement in relations to the Products unless expressly authorized by the Seller to do so.

Force Majeure. The occurrence of any contingency, the non-occurrence of which was a basic assumption upon which the sale of Products was made (including, without limitation, any act of God or of a belligerent power, war, riot, strike, slow-down, lockout, explosion, fire, flood, storm, accident to or breakdown or failure or other outage of plant equipment or machinery, shortage of labor, fuel, power, equipment, materials or supplies, delay in scheduled start-up of a facility, insufficient transportation facilities or delay in transportation of product, equipment, material or supplies, (irrespective of whether it is foreseen, foreseeable or anticipated), or compliance in good faith with any applicable foreign or domestic governmental request or regulation or order whether or not it later proves to be invalid, that affects Seller's ability to perform under the sales agreement as contemplated by the parties, by rendering it impracticable or materially more burdensome, shall excuse a delay in the delivery, and any non-delivery, in whole or in part.

Regulations. All Products are sold and services performed on the understanding that all licenses and permits under all relevant statutes, ordinances, rules and regulations have been obtained by the Customer and the Customer will ensure that the installation is proper and the use of the Products meets all statutory and regulatory requirements.

General Provisions:

Entire Agreement. These Terms and Conditions of Sale constitute the entire agreement of the parties with respect to the sale of the Products noted in this herein and therein, and it supersedes all prior oral or written agreements between the parties. No amendments or modifications of these Terms and Conditions of Sale shall be binding upon either party unless it is approved in writing by Seller.

Due Authority. Customer warrants that it has full right, power and authority to enter into this sales agreement, and that the representative placing the order has been duly authorized to execute on Customer's behalf.

Governing Law. The substantive law (and not the law of conflicts) of the State of Minnesota shall govern these Terms and Conditions of Sale in all respects to validity, interpretation, construction and enforcement of these Terms and Conditions of Sale and all aspects of the relationship between the parties. At Seller's option, any disputes between the parties hereto shall be resolved before a court of general jurisdiction located in Minnesota, USA, and jurisdiction is hereby conferred upon such court. In connection therewith, each party hereby agrees to submit to the jurisdiction of such court and to waive any possible defense of lack of personal jurisdiction before such court.

Waiver. No waiver of any provision, or default under, these Terms and Conditions of Sale, nor failure to insist on strict performance thereof will affect the right of the Seller to thereafter enforce such provision, or to exercise any right or remedy in the event of a default, whether or not similar.

Headings. The headings used herein are for convenience only and are not intended to define, limit or describe the scope of any provision herein.

Severability. If any provision contained herein for any reason is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof.