

ESTES AWS, LLC
STANDARD TERMS AND CONDITIONS OF SALE

Under these Estes AWS, LLC Standard Terms and Conditions, "Seller" shall mean Estes AWS, LLC, "Customer" shall mean the customer referenced on a quotation or distributor agreement referring to these Standard Terms and Conditions (or to which these Standard Terms and Conditions are attached) pursuant to which Seller offers to sell goods (the "Products") to Customer and "Agreement" shall mean the quotation or distributor agreement to which these Standard Terms and Conditions are attached, these Standard Terms and Conditions and any other documents, exhibits or addenda attached thereto or hereto or incorporated therein or herein by reference.

1. GOVERNING TERMS: All quotations and sales of Products are exclusively and expressly made on the terms and conditions set forth in this Agreement unless otherwise specifically agreed to in writing by Seller (collectively, the "Terms"). No other terms and conditions, including any terms and conditions attached to, or contained within, Customer's request for quotation, acknowledgment, purchase order or other contract documentation shall apply. These Terms apply in lieu of any course of dealing between the parties or usage of trade in the industry. In the absence of a signed agreement between the parties, commencement of performance and/or delivery by Seller shall be for Customer's convenience only and shall not be deemed or construed to be acceptance of Customer's terms and conditions, or any of them. Customer's acceptance of the Products delivered by Seller shall constitute an affirmation by Customer that these Terms govern the purchase and sale of the Products. THESE TERMS SHALL SUPERSEDE ANY ADDITIONAL, DIFFERENT OR CONFLICTING TERMS PROPOSED BY CUSTOMER OR CONTAINED ON CUSTOMER'S PURCHASE ORDER OR ANY DOCUMENT OR INSTRUMENT SUBMITTED BY CUSTOMER, AND ALL SUCH TERMS PROPOSED BY CUSTOMER ARE HEREBY OBJECTED TO AND REJECTED BY SELLER. Seller's failure to object to provisions contained in any communication from Customer shall not be deemed a waiver of the provisions herein.

2. PRICING: Published prices are subject to change without notice. Unless otherwise stated in a written quotation, quoted prices are firm for 30 days from the date of written quotation; otherwise, prices are as in effect at the time of shipment. Except as otherwise set forth on a quotation or published price list, prices do not include any local, state, federal or foreign taxes, freight, handling, duty or other similar charges, payment of which will be the sole responsibility of Customer.

3. PAYMENT TERMS: Payment terms are one percent (1%) discount if paid 10 days from the date of shipment, net 30 days from the date of shipment. Partial shipments will be billed by Seller as made. Customer (including any of its affiliates) shall have no right to offset or withhold payment. Past due balances shall be subject to a service charge of one and one-half percent (1½%) per month, but not to exceed the maximum amount permitted by applicable law. Seller may cancel or delay delivery of Products in the event of an arrearage in Customer's account. Seller may waive any default without waiving any prior or subsequent default. Customer agrees to pay all costs, including reasonable attorneys' fees, incurred in any collection efforts for outstanding balances. Seller shall retain a purchase money security interest in all Products, and the proceeds thereof, until Customer has made payment in full in accordance with the terms hereof. Customer shall cooperate fully with Seller to execute such documents and accomplish such filings and/or recordings as Seller may deem necessary for the protection of its interests in the Products furnished to Customer.

4. ORDER ACCEPTANCE: All orders shall be subject to acceptance by Seller. Acceptance of orders by Seller is subject to credit approval and such other conditions that may be set by Seller in its sole discretion. Seller reserves the right to modify terms prior to shipment, require payment in advance, or delay or cancel any shipment order by reason of Customer's creditworthiness or should Customer fail to fulfill any obligation when due.

5. TRANSPORTATION AND RISK OF LOSS: All Products shall be packed for shipment in Seller's standard packaging, marked for shipment to the address specified in Customer's order, and, unless Seller receives specific written shipping instructions from Customer prior to the shipment date, delivered to a carrier or forwarding agent chosen by Seller. All Products will be delivered to Customer FCA (Inco Terms 2010) Seller's facility, and upon delivery to the carrier or forwarding agent at Seller's facility, title to and all risk of damage to or loss of the Products shall pass to Customer. Quoted shipment dates are estimates only. "Time is of the essence" terms will not apply to any orders accepted by Seller. Seller may ship partial orders, and Customer agrees to accept and pay for such partial shipments.

6. PERFORMANCE: Seller shall not be liable for any delay in delivery or other performance hereunder which is due to unforeseen circumstances, or to causes beyond its control, including, without limitation, strike, lockout, work stoppages, riot, civil disturbance, acts of terrorism, blockades, war, fire, act of God, act of government or government agencies (including any customs agency), accident, theft, malicious damage, failure or breakdown of components necessary to order completion; material shortages; supplier, subcontractor or Customer caused delays; curtailment or termination of franchises or other supplier agreements; inability to obtain or substantial increases in the prices of labor, materials or manufacturing facilities; curtailment of or failure to obtain sufficient electrical or other energy supplies; technical difficulties; or compliance with any governmental law, regulation, or order. Performance shall be deemed suspended during and extended for such time as it is so delayed, and thereafter the other party shall accept performance hereunder. Seller reserves the right to allocate or defer or delay the shipment of any products in its sole discretion to serve its customers

7. CANCELLATION: Orders may not be cancelled or rescheduled by Customer without Seller's prior written authorization, and, in such event, Customer will be liable to Seller for any additional costs and expenses incurred by Seller. Seller may cancel any unfilled order without notice to Customer if Customer defaults in its payment or performance obligations, becomes insolvent, adjudicated bankrupt, petitions for or consents to any relief under any bankruptcy reorganization statute, or becomes unable to meet its financial obligations in the normal course of business. In the event of a

cancellation, Customer shall immediately pay for all goods and services already provided and shall reimburse Seller for expenses incurred in the production of goods or services as of the date of Seller's cancellation and all unavoidable expenses and charges incurred as a result of the cancellation.

8. CUSTOMER ACCEPTANCE OF PRODUCT: Customer shall be responsible for inspecting all Products prior to acceptance. Products shall be deemed accepted by Customer, except as to warranty claims, unless Customer notifies Seller in writing within 30 days of shipment of Product shortages, damage or defect. Notwithstanding the above, any use of a Product by Customer, its agents, employees, contractors, customers or licensees, for any purpose after its receipt, shall constitute acceptance of the Product by Customer. Products may not be returned to Seller without Seller's prior written authorization and may be subject to a restocking charge in Seller's sole discretion. Any Products returned must be in saleable condition.

9. PROPRIETARY RIGHTS: Prices quoted and charged are for the Products only and do not include any title, right, or interest in the related technical data, know how, specifications, qualifications, or other testing information ("Technical Data"). Customer acknowledges and agrees that the purchase of the Products and the terms of this Agreement shall not transfer or license to Customer any underlying intellectual property rights of any kind in or related to the Products, including, but not limited to, any patent rights, copyrights, moral rights, or trade secret rights. Notwithstanding the foregoing, Customer shall be able to use the Products for their intended purpose; provided, however, that Customer shall not, and shall not have other parties, reverse engineer, copy, manufacture, modify, or create derivative works from the Products or use the Products for any other purpose other than the Products' intended purpose. In the event any modification or derivative work is created from the Products in breach of this paragraph, Customer hereby assigns, transfers and conveys all right (including, but not limited to, all patent rights, copyrights, and other intellectual property rights), title, and interest in such modification or derivative work to Seller. Customer shall not disclose to any other person, firm, corporation, association or other third party any Technical Data or any other materials, information or knowledge disclosed to Customer under this Agreement, unless Customer is authorized to do so in writing by an officer of Seller. Customer agrees that each of its employees who are involved in the performance of Customer's obligations under this Agreement will abide by the obligations set forth in this paragraph.

10. LIMITED WARRANTY: Seller will provide a limited warranty to the original end purchaser of the Products. Copies of the Seller's warranty are available to the Customer upon request. Customer's sole and exclusive remedy in the event of material defect in material or workmanship is expressly limited to the terms of Seller's limited warranty. **THE WARRANTIES IN THIS SECTION ARE EXPRESSLY IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS AND/OR IMPLIED INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, USE OR APPLICATION AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF SELLER, UNLESS SUCH OTHER WARRANTIES, OBLIGATIONS OR LIABILITIES ARE EXPRESSLY AGREED TO IN WRITING BY SELLER. UNLESS SELLER CONSENTS IN WRITING SUCH WARRANTIES ONLY EXTEND TO CUSTOMER AND NOT SUCCESSORS, OTHER PURCHASERS, USERS OR THIRD PARTIES.**

11. LIMITATION OF LIABILITY: SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT SHALL NOT, UNDER ANY CIRCUMSTANCES, EXCEED THE PAYMENT, IF ANY, RECEIVED BY SELLER FOR THE PRODUCTS FURNISHED OR TO BE FURNISHED, AS THE CASE MAY BE, WHICH ARE THE SUBJECT OF THE CLAIM OR DISPUTE. IN NO EVENT SHALL SELLER BE RESPONSIBLE FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY DAMAGES RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR HOWEVER CAUSED, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

12. DISPUTES: All disputes, under any contract with Seller, shall be resolved in the state and federal courts located in Indianapolis, Indiana, including the Indiana Commercial Court docket. Customer hereby consents to the exclusive jurisdiction of and exclusive venue in such court or courts (including the Indiana Commercial Court docket) and agrees to appear in any such action upon written notice thereof. No action, regardless of form, arising out of or in any way connected with this Agreement may be brought by Customer more than one year after the cause of action has accrued. All contracts, expressed or implied, entered into by Seller, shall be construed under and governed by the laws of the State of Indiana, without reference to principles of conflict of laws. The parties agree that the Agreement shall not be governed by the United Nations Convention on Contracts for the International Sales of Goods. **EACH PARTY WAIVES ANY RIGHT TO A TRIAL BY JURY.** If any part, provision or clause of these Terms, or the application thereof to any person or circumstances, is held invalid, void or unenforceable, such holding shall not affect and shall leave valid all other parts, provisions, clauses or applications of these Terms remaining, and to this end the Terms shall be treated as severable.

13. MISCELLANEOUS: Any assignment by Customer of any part of this Agreement or an order hereunder without the written consent of Seller shall be void and, at Seller's option, shall relieve Seller of any future performance responsibilities. This Agreement together with any other agreements, addenda and documents incorporated herein by specific reference constitute the entire agreement between the parties hereto pertaining to the Products and expressly supersede any and all prior written or oral agreements or understandings. This Agreement may only be modified in writing signed by the parties. No course of prior dealings, written or oral, between the parties, no usage of trade nor acceptance or acquiescence in a course of performance rendered under this Agreement shall be considered a waiver of any future rights under this Agreement, nor be relevant to supplement, explain or determine the meaning of the terms of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. Customer agrees to comply fully with all laws and regulations concerning the purchase and sale of Products. In particular, Customer agrees to comply with the Export Administration Regulations of the United States and any applicable import regulations or laws if Products are shipped to a country other than the United States in so far as they apply to the sale of Products. This Agreement is solely for the benefit of Seller and Customer and except as set forth in the following sentence, no other person or entity shall have any rights hereunder. In the event that any of Seller's affiliates sell Products or provide services pursuant to this Agreement, this Agreement shall be applicable to such affiliate as though it is a party hereto.