



MICHAEL H. CLEMENT CORPORATION

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General Engineering Contractor **CCL #427772 Class A, B**

SALES TERMS & CONDITIONS (Effective 11/16/2009)

The following Terms and Conditions of Sale shall govern all orders and take precedence when terms and conditions between Michael H. Clement Corporation (MHC Corp.) and the Customer differ in substance and/or are in conflict.

1. Pricing

Pricing reflected on MHC Corp. invoices is based on time and material calculations unless a fixed price was previously established by written quotation. Customer purchase orders are subject to review and acceptance by MHC Corp.

2. Terms of Payment

Merchandise remains the property of MHC Corp. until the invoice therefore is paid in full. Invoice amount is due in full, 30 calendar days from the invoice date unless otherwise specified on the invoice. All overdue accounts will be subject to a late charge of 1.5% per month from due date until paid. MHC Corp. does not hereby agree to give further time for payment, but rather intends to impose a charge for late payment. MHC Corp. hereby reserves the right it may have to file a mechanic's lien against the site at which MHC Corp. performs services. If account is placed in the hands of an attorney for collection, buyer agrees to pay reasonable attorney's fees and all court costs.

3. Limitation of Liability

All items sold by MHC Corp. are sold as component parts. MHC Corp. takes no responsibility for the assembly thereof. The purchase price does not include any provision for the defense of a product's liability claim for any assembled equipment. Buyer shall, therefore, defend indemnify and hold harmless MHC Corp. from any claims of liability arising out of the installation, maintenance, and/or operation of any equipment or system assembled from the component parts by buyer. MHC Corp. shall not be responsible for the acts and workmanship of the employees, contractors, sub-contractors or agents of the Customer. MHC Corp. shall not be liable to the Customer for any loss or injury to persons or property caused by the negligence of the Customer, its employees, contractors, suppliers or their employees, agents or sub-contractors. In no event shall MHC Corp. be liable, whether arising under contract, tort (including strict liability and negligence) or otherwise, for loss of anticipated profits, loss by reason of plant shutdown, non-operation or increased expense of operation, service and erection, cost of purchase of replacement production capacity, or for any special, indirect, incidental or consequential loss or damage of any nature arising at any time of from any cause whatsoever.

4. Worldwide Service

MHC Corp. field service is available from MHC Corp. on a worldwide basis except for areas covered by a U.S. State Department "Travel Warning".

5) Dispute Resolution

In the event any dispute arises out of or relating to these Terms and Conditions of the relationship of the parties, the parties shall attempt to resolve their differences by negotiation. These Terms and Conditions and any other agreement between the parties shall be enforced subject to the laws of the State of California. The Customer expressly consents to jurisdiction in Contra Costa County, California. Should any matter result in litigation, the prevailing party in any proceeding arising out of such controversy or claim shall be entitled to receive such party's costs and fees, including reasonable attorney's fees, incurring in connection with such proceeding.