



TERMS AND CONDITIONS OF SALE

ACCEPTANCE-QUOTATIONS/INVOICES: THE GOODS BEING OFFERED HEREIN ARE INTENDED FOR IMMEDIATE ACCEPTANCE AND ARE SUBJECT TO PRIOR SALE AND MAY BE WITHDRAWN OR CHANGED AT ANY TIME AND WITHOUT NOTICE. BY THE ISSUANCE OF A PURCHASE ORDER, BUYER ACCEPTS COMPLETELY AND EXCLUSIVELY THE TERMS AND CONDITIONS HEREIN, WHICH CONSTITUTE THE ENTIRE CONTRACT. THE SELLER SHALL NOT BE BOUND BY ANY OTHER TERMS CONTAINED WITHIN THE BUYER'S PURCHASE ORDER OR ANY OTHER DOCUMENT WHICH ATTEMPTS TO IMPOSE CONDITIONS AT VARIANCE WITH THE TERMS AND CONDITIONS OF THIS QUOTATION/INVOICE UNLESS SAID VARIANCE IS SPECIFICALLY AGREED TO IN WRITING. ALL QUOTATIONS AND ACCEPTANCES OF ORDERS ARE MADE WITH THE MUTUAL UNDERSTANDING THAT ORDERS ARE NOT SUBJECT TO CANCELLATION. THE SHIPPING DATE IS APPROXIMATE ONLY AND MAY BE SUBJECT TO DELAYS AND AVAILABILITY OF GOODS. THIS AGREEMENT SHALL BE A MARYLAND CONTRACT AND SHALL BE INTERPRETED AND ADMINISTRED FOR ALL PURPOSES UNDER THE LAWS OF THE STATE OF MARYLAND.

SPECIFICATIONS: SPECIFICATIONS SET FORTH IN THE QUOTATION FOR ANY MACHINE ARE SUBJECT TO CHANGE WITHOUT NOTICE PRIOR TO NORMAN MACHINE TOOL'S ACCEPTANCE OF BUYER'S PURCHASE ORDER.

PAYMENT TERMS: TERMS FOR USED EQUIPMENT IS CASH WITH ORDER AND BEFORE REMOVAL OF GOODS, UNLESS OTHERWISE AGREED TO IN WRITING. NEW EQUIPMENT IS CASH WITH ORDER OR DEPOSIT IS REQUIRED FOR NEW CUSTOMERS, NET 30 DAYS ON BALANCE, SUBJECT TO CREDIT APPROVAL. CURRENT/ACTIVE CUSTOMERS NET 30 DAYS. CREDIT REFREANCES MUST BE UPDATED PERODICALLY. WHEN MANUFACTURERS REQUIRE PROGRESSIVE PAYMENTS, BUYER MUST COMPLY TO MANUFACTURES TERMS.

ALL SALES ARE SUBJECT TO APPLICABLE FEDERAL, STATE, AND LOCAL USE, SALES, AND EXCISE TAXES AND ALL FOREIGN DUTIES. TAXES ARE THE RESPONSIBILITY OF BUYER AND MAY BE BILLED AS PART OF THE SELLING PRICE, OR SEPARATELY, IF THE SELLER IS REQUIRED BY ANY TAXING AUTHORITY TO COLLECT AND PAY SUCH A TAX. UNLESS BUYER FURNISHES NORMAN MACHINE TOOL, LTD. WITH A TAX EXEMPTION CERTIFICATE, PRICES DO NOT INCLUDE TAXES UNLESS CLEARLY NOTED. THE FAILURE OF NORMAN MACHINE TOOL, LTD. TO INVOICE SUCH TAXES DOES NOT EXCUSE THE BUYER FROM RESPONSIBILITY FOR PAYING SAME.

ALL PAYMENTS ARE TO BE MADE IN UNITED STATES DOLLARS. BUYER SHALL PAY NORMAN MACHINE TOOL, LTD. A LATE PENALTY ON ALL AMOUNTS OVER 30 DAYS PAST DUE COMPUTED ON AN INTEREST RATE EQUAL TO 18% PER ANNUM. BUYER SHALL ALSO BE LIABLE FOR ANY AND ALL COSTS AND EXPENSES INCURRED BY NORMAN MACHINE TOOL, LTD. ARISING OUT OF OR IN CONNECTION WITH EFFORTS BY NORMAN MACHINE TOOL, LTD. TO COLLECT ANY UNPAID AMOUNTS HEREUNDER INCLUDING, WITHOUT LIMITATION, ATTORNEY OR COLLECTION AGENCY FEES AND EXPENSES. NO FORBEARANCE, INDULGENCE, OR DELAY BY NORMAN MACHINE TOOL, LTD. IN TAKING ANY ACTION HEREUNDER SHALL BE DEEMED A WAIVER OF ANY RIGHTS OF NORMAN MACHINE TOOL, LTD. UNDER THIS CONTRACT.

PURCHASES BY CREDIT CARD: IF BUYER SHALL PAY ITS OBLIGATION TO NORMAN MACHINE TOOL, LTD. BY CREDIT CARD, BUYER'S PURCHASE ORDER SHALL NOT BE CANCELABLE BY BUYER AFTER PAYMENT HAS BEEN MADE BY CREDIT CARD EXCEPT WITH THE WRITTEN CONSENT OF NORMAN MACHINE TOOL, LTD. AND THE GRANTING OR WITHHOLDING OF SUCH CONSENT SHALL BE TOTALLY AT THE DISCRETION OF NORMAN MACHINE TOOL, LTD.

TITLE: TITLE AND OWNERSHIP OF ALL PURCHASES SHALL REMAIN WITH NORMAN MACHINE TOOL, LTD. AND BE SUPERIOR TO ANY RIGHTS OF THE BUYER AFTER RECEIPT BY BUYER EVEN IF THEY ARE INSTALLED ON PERMANENT FOUNDATIONS OR IN ANY OTHER MANNER AFFIXED OR ATTACHED DIRECTLY OR INDIRECTLY TO REALTY, AND WITHOUT REGARD TO THE PURPOSES FOR WHICH THEY MAY BE USED UNTIL PURCHASE IS PAID IN FULL. IF BUYER SHALL FAIL TO MAKE ANY PAYMENT AND APPLICABLE TAXES WHEN DUE UNDER THE CONTRACT, NORMAN MACHINE TOOL, LTD. SHALL BE ENTITLED TO ALL REMEDIES AVAILABLE UNDER THE UNIFORM COMMERCIAL CODE IN FORCE IN THE STATE OF MARYLAND ON THE DATE OF THE CONTRACT, INCLUDING THE RIGHT TO REPOSSESS THE PURCHASES BY SELF HELP AND WITHOUT RESORT TO JUDICIAL PROCESS. THE BUYER MAY ALSO BE REQUIRED TO PAY INTEREST AT THE MAXIMUM LEGAL RATE ON ALL OVERDUE CHARGES.

CLAIMS: IN THE EVENT OF ANY BREACH OF THIS SALES AGREEMENT BY THE SELLER, IT IS EXPRESSLY AGREED THAT THE BUYER'S SOLE AND EXCLUSIVE REMEDY SHALL BE LIMITED TO A RETURN OF THE GOODS, FREIGHT PREPAID, FOR A REFUND OF THE PURCHASE PRICE ONLY. SELLER SHALL NOT ACCEPT, FOR REFUND, GOODS DAMAGED OR ALTERED IN ANY WAY, AND IN NO EVENT OR CIRCUMSTANCE SHALL SELLER BE RESPONSIBLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND.

WARRANTY: EVERY USED MACHINE OFFERED (UNLESS SOLD ON AN "AS IS" BASIS, OR BROKERED/CONSIGNMENT EQUIPMENT THAT IS NORMAN MACHINE TOOL, LTD.'S PROPERTY) BEARS A THIRTY DAY RETURN PRIVILEGE. IN THE EVENT IT IS FOUND MECHANICALLY UNSATISFACTORY (EXCLUDES ELECTRICAL*, AS WELL AS ORIGINAL MANUFACTURER'S ACCURACIES AND TOLERANCES), IT MAY BE RETURNED WITHIN THIRTY (30) DAYS OF SHIPMENT, FREIGHT PREPAID, PROVIDED IT IS IN THE SAME CONDITION AS WHEN SHIPPED FROM NORMAN MACHINE TOOL, LTD., FOR FULL REFUND OF PURCHASE PRICE ONLY OR REPAIRED AT THE SELLER'S SOLE DISCRETION. THE COST OF ADDITIONAL SERVICES, SPECIAL ORDERS, SKIDDING/CRATING, OR ADD-ON'S SUCH AS ACCESSORIES ARE NOT REFUNDABLE. BROKERED AND CONSIGNMENT EQUIPMENT DOES NOT QUALIFY FOR A MONEY BACK WARRANTY.

NEW MACHINE WARRANTY: PRODUCTS THAT HAVE BEEN MANUFACTURED BY OTHERS AND HAVE WARRANTIES, EXPRESSED OR IMPLIED, ARE HEREBY EXPRESSLY LIMITED TO THE WARRANTY OF THE ORIGINAL MANUFACTURER OF THE GOODS. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED AND EXCLUDED FROM THIS AGREEMENT. ANY WARRANTY CONCERNING SAID GOODS MADE BY A THIRD PARTY IS ENFORCEABLE ONLY AGAINST THE THIRD PARTY AND NOT THE SELLER.

NO WARRANTY "AS IS" EQUIPMENT: THE EQUIPMENT OR MERCHANDISE SOLD BY SELLER HEREUNDER SOLD "AS IS" IS WITHOUT WARRANTY OR RETURN POLICY. SELLER NEITHER MAKES NOR ASSUMES ANY LIABILITY UNDER ANY WARRANTY, WHETHER CONTRACTUAL, STATUTORY, BY OPERATION OF LAW OR OTHERWISE. THE WARRANTIES DISCLAIMED HEREUNDER INCLUDE, BUT ARE NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

SELLER DOES NOT WARRANT: THAT ANY MERCHANDISE AND GOODS SOLD WILL NOT INFRINGE ON ANY PATENT, TRADEMARK OR OTHER RIGHTS OF A THIRD PARTY, OR THAT SUCH EQUIPMENT OR MERCHANDISE CONFORMS WITH ANY PLANS OR SPECIFICATIONS OF BUYER OR OTHERS, OR MEETS ANY REQUIREMENTS OF ANY FEDERAL, STATE, OR LOCAL LAWS, REGULATIONS OR ORDINANCES, PERTAINING TO SAFETY, ELECTRICAL OR INSURANCE REQUIREMENTS.

THE DISCLAIMERS OF WARRANTIES: SET FORTH IN THIS AGREEMENT MAY ONLY BE MODIFIED OR SUPPLEMENTED IN WRITING DULY SIGNED BY AN OFFICER OF NORMAN MACHINE TOOL, LTD.. IT IS BUYER'S RESPONSIBILITY TO INSPECT THE GOODS AND TO ASCERTAIN IF THE SPECIFICATIONS, DESCRIPTIONS AND CONDITION OF THE GOODS CONFORM TO BUYER'S REQUIREMENTS. NO SALESMAN OR OTHER REPRESENTATIVE OF SELLER HAS AUTHORITY TO MAKE ANY WARRANTIES.

DISCLAIMER: CARE IS TAKEN TO GIVE RELIABLE DESCRIPTIONS BUT THESE ARE NOT GUARANTEED. PROSPECTIVE BUYERS ARE ADVISED TO CHECK VITAL DETAILS. WE ALSO RESERVE THE RIGHT TO CORRECT ANY STENOGRAPHIC ERRORS. INFORMATION FROM ORIGINAL CATALOG SPECIFICATIONS, INCLUDING ACCESSORIES AND FEATURES OFFERED WHEN/IF "PURCHASED NEW" MAY NOT FULLY APPLY TO ITEMS QUOTED AND ARE FOR THE PURPOSE OF REFERENCE. ALL SPECIFICATIONS AND DESCRIPTIONS OF SAID GOODS ARE APPROXIMATE ONLY. SELLER MAKES NO REPRESENTATION OR WARRANTY THAT SAID GOODS CONFORM TO ANY SPECIFICATION, DESCRIPTION AND CONDITION OR PERFORMANCE, IT IS THE BUYER'S RESPONSIBILITY TO INSPECT THE GOODS AND ASCERTAIN IF THE SPECIFICATIONS, DESCRIPTION, AND CONDITION OF THE GOODS CONFORM TO THE BUYER'S REQUIREMENTS AND APPLICATION. "CONFORMS TO THE MDNA CODE OF ETHICS"

MACHINE USE AND SAFETY: BUYER ACKNOWLEDGES THAT THE GOODS DESCRIBED HEREIN ARE GOODS WHICH WERE NEITHER DESIGNED NOR MANUFACTURED BY THE SELLER. SELLER HAS NO KNOWLEDGE OF, OR CONTROL OVER, THE PRIOR USE OR MISUSE OF SAID GOODS, IF PURCHASED USED; NOR DOES THE SELLER HAVE KNOWLEDGE OR CONTROL OVER THE FURTHER APPLICATION OF THESE GOODS BY THE BUYER. IT SHALL BE BUYER'S RESPONSIBILITY TO ENSURE THAT ANY MERCHANDISE OR EQUIPMENT PURCHASED FROM NORMAN MACHINE TOOL, LTD. IS INSTALLED AND OPERATED IN A PROPER AND SAFE MANNER. IT IS THE BUYER'S RESPONSIBILITY TO TRAIN ALL OPERATORS IN PROPER AND SAFE OPERATION AND USAGE OF THE MACHINES AND PURCHASES. IT IS THE BUYER'S AND OPERATOR'S FURTHER JOINT AND SEVERAL RESPONSIBILITY TO ASSURE THAT SUCH SET-UPS, USES AND OPERATIONS ARE NOT BEYOND THE RATED CAPACITIES OF THE MACHINE AND PURCHASES AND ARE NOT ON MATERIALS FOR WHICH THE MACHINE AND PURCHASES WERE NOT DESIGNED. IT IS THE BUYER'S AND OPERATOR'S JOINT AND SEVERAL RESPONSIBILITIES TO SET-UP, USE AND OPERATE THE MACHINE AND PURCHASES IN CONFORMITY WITH ALL FEDERAL, STATE AND LOCAL GOVERNMENT STANDARDS AND ALL INDUSTRY SAFETY STANDARDS. THE BUYER ALSO ACKNOWLEDGES THAT IT MAY HAVE TO INSTALL OR CHANGE GUARDS, SAFETIES, WARNINGS OR OTHER COMPONENTS TO ENSURE THAT THE MERCHANDISE OR MACHINES PURCHASED HEREUNDER WILL CONFORM TO ALL LAWS, REGULATIONS, ORDINANCES, CODES, INSURANCE REQUIREMENTS AND INDUSTRY STANDARDS. IT IS THE BUYER'S (USER'S) RESPONSIBILITY TO PROVIDE PROPER SAFETY DEVICES AND EQUIPMENT FOR ANY PARTICULAR USE, OPERATION, OR SETUP, AND TO TAKE ALL NECESSARY STEPS TO CONFORM TO ALL FEDERAL, STATE, AND LOCAL GOVERNMENT SAFETY STANDARDS AND ALL INDUSTRY SAFETY STANDARDS, INCLUDING OSHA.

BUYER'S RESPONSIBILITY AND INDEMNITY: BUYER/CUSTOMER/USER AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND SELLER FROM ANY AND ALL CLAIMS, LIABILITIES OR LAWSUITS ARISING OUT OF THE USE OF, OR IN ANY WAY INVOLVING INJURY OR ACCIDENT INCLUDING INDIRECT OR CONSEQUENTIAL DAMAGES OCCASIONED BY SAID EQUIPMENT. SAID AGREEMENT INCLUDES, BUT IS NOT LIMITED TO, IN ANY OF THE FOLLOWING SITUATIONS: CLAIMS INVOLVING OR ALLEGING IMPROPER OR NEGLIGENT DESIGN, MAINTENANCE, CONSTRUCTION, RECONSTRUCTION, REPAIR, ALTERATION OR MODIFICATION OF THE EQUIPMENT BY THE SELLER, ITS AGENTS OR EMPLOYEES ALLEGING NEGLIGENCE ON THE PART OF THE SELLER AND WAIVES BENEFIT OF ANY LAWS, RULES, OR REGULATIONS CONTRARY TO, OR IN LIMITATION OF, THIS AGREEMENT. THE COVENANTS EXPRESSED HEREIN SHALL BE SERVABLE, AND THE INVALIDITY, NOW OR IN THE FUTURE, OF ANY OF THE COVENANTS RECITED HEREIN SHALL NOT AFFECT THE VALIDITY OF THE REMAINING COVENANTS. CLAIMS INVOLVING OR ALLEGING BREACH OF ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR PURPOSE, OR SAFETY OF THE EQUIPMENT; CLAIMS INVOLVING ALLEGATIONS OF FAILURE, NEGLIGENCE OR OTHERWISE, ON THE PART OF FEDERAL, STATE, OR LOCAL GOVERNMENT STATUTES, RULES OR REGULATIONS, OR AS IS CUSTOMARY IN THE TRADE; AND CLAIMS INVOLVING OR ALLEGING NEGLIGENCE BY SELLER, EITHER ALONE OR JOINTLY WITH BUYER OR ANY OTHER PERSON, FIRM OR ORGANIZATION. BUYER SHALL BEAR AND PAY ALL EXPENSES, LOSSES AND DAMAGES THAT MAY ARISE FROM THE TRANSPORTATION OF THE MERCHANDISE OR EQUIPMENT, AND ALL LOSSES, DAMAGES, DEBTS AND LIABILITIES INCURRED BY THE BUYER IN CONNECTION WITH ITS PURCHASE OF THE MERCHANDISE OR EQUIPMENT AND EVERY OTHER EXPENSE RELATING OR INCIDENTAL THERETO.

DELIVERIES, LIMITATION OF LIABILITY: NORMAN MACHINE TOOL, LTD. SHALL NOT BE LIABLE FOR DELAYS, NONPERFORMANCE, LOSS OR DAMAGES, DUE TO ANY CONTINGENCY BEYOND ITS REASONABLE CONTROL, INCLUDING ACTS OF GOD, FIRES, FLOODS, WARS, SABOTAGE, ACCIDENTS, LABOR DISPUTES OR SHORTAGES, GOVERNMENT LAWS, REGULATIONS, ORDINANCES OR CODES, INABILITY TO OBTAIN MATERIAL OR EQUIPMENT AND ANY SIMILAR OR DIFFERENT CONTINGENCIES. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, DELAY IN SHIPMENT, OR EXPRESS OR IMPLIED WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, NORMAN MACHINE TOOL, LTD. WILL NOT BE LIABLE TO BUYER, IT'S SUCCESSORS OR ASSIGNS, FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF REVENUE OR PROFITS, COST OF CAPITAL, CLAIMS OF CUSTOMERS FOR SERVICE INTERRUPTIONS OR FAILURE OF SUPPLY, OR COSTS AND EXPENSES INCURRED IN CONNECTION WITH LABOR, OVERHEAD, TRANSPORTATION, INSTALLATION OR REMOVAL OF PRODUCTS OR SUBSTITUTE FACILITIES OR SUPPLY SOURCES, EVEN IF NORMAN MACHINE TOOL, LTD. SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

F.O.B. POINT, FREIGHT AND INSURANCE: THE F.O.B. POINT STATED IN THE QUOTATION OR IN BUYER'S PURCHASE ORDER AS ACCEPTED BY NORMAN MACHINE TOOL, LTD. MAY BE CHANGED BY NORMAN MACHINE TOOL, LTD. IF THE PURCHASES ARE DELIVERED TO A PORT OTHER THAN THAT TO WHICH ORIGINALLY DESTINED BECAUSE OF CIRCUMSTANCES BEYOND THE CONTROL OF THE CARRIER OR BEYOND THE CONTROL OF NORMAN MACHINE TOOL, LTD. IN SUCH AN EVENT, BUYER IS REQUIRED TO ACCEPT SUCH PURCHASES F.O.B. SUCH OTHER PORT AND MAY BE REQUIRED TO PAY ANY ADDITIONAL FREIGHT CHARGES FROM THAT OTHER PORT TO BUYER'S DESIGNATED DESTINATION. ALL FREIGHT AND INSURANCE CHARGES ARE THE RESPONSIBILITY OF BUYER UNLESS OTHERWISE AGREED BY NORMAN MACHINE TOOL, LTD. AND BUYER IN WRITING. NORMAN MACHINE TOOL, LTD. NEITHER GUARANTEES NOR ASSUMES ANY RESPONSIBILITY OR LIABILITY FOR DOMESTIC OR INTERNATIONAL FREIGHT RATES.

SHIPPING: BUYER IS SOLELY RESPONSIBLE FOR ESTABLISHING AN AGREEMENT OF SHIPPING WITH FREIGHT CARRIER, WITHIN SELLER'S TERMS AND CONDITIONS. SHIPPING DATE AND LOADING ABILITIES ARE SUBJECT TO CHANGE. SELLER UNDER NO CIRCUMSTANCES IS RESPONSIBLE OR LIABLE FOR ACTIONS OF COURIER INCLUDING DAMAGING OF MACHINERY OR EQUIPMENT AND DELAYS IN SHIPMENT. EQUIPMENT OR MACHINERY IS BUYERS RESPONSIBILITY ONCE FREIGHT ON BOARD AT LOCATION SPECIFIED BY NORMAN MACHINE TOOL, LTD.. PURCHASES WILL TRAVEL TOTALLY AT BUYER'S RISK, AND THE BUYER HEREBY ASSUMES ALL RISKS OF LOSS, INJURY OR DESTRUCTION OCCURRING AFTER THE TIME OF SHIPMENT OF THE PURCHASES TO BUYER BY NORMAN MACHINE TOOL, LTD. OR THE MANUFACTURER. NO SUCH LOSS, INJURY OR DESTRUCTION SHALL OPERATE IN ANY MANNER TO RELEASE THE BUYER FROM THE OBLIGATION TO PAY FOR THE SHIPPED PURCHASES. IN THE EVENT OF DAMAGE OR LOSS IN TRANSIT, NORMAN MACHINE TOOL, LTD. WILL, IF FEASIBLE, ASSIST BUYER IN ASSERTING BUYERS CLAIM AGAINST THE CARRIER OR INSURER. IN THE EVENT THAT NORMAN MACHINE TOOL, LTD. ARRANGES SHIPPING ON THE BUYERS BEHALF AS AN ACCOMMODATION, BUYER MAINTAINS SOLE RESPONSIBILITY.

INSPECTIONS AND CLAIMS: THE BUYER SHALL INSPECT ALL PURCHASES IMMEDIATELY UPON THEIR ARRIVAL AT THE DESTINATION SPECIFIED IN THE CONTRACT AND SHALL, WITHIN FIVE (5) DAYS THEREAFTER, GIVE WRITTEN NOTICE TO NORMAN MACHINE TOOL, LTD. OF ANY CLAIMS THAT THE PURCHASES DO NOT CONFORM TO THE REQUIREMENTS OF THE CONTRACT. IF NO SUCH NOTICE IS GIVEN WITHIN SUCH FIVE (5) DAY PERIOD OF TIME, THE PURCHASES SHALL CONCLUSIVELY BE DEEMED TO CONFORM IN ALL RESPECTS TO THE REQUIREMENTS OF THE CONTRACT.

RETURNS: NORMAN MACHINE TOOL, LTD. WILL NOT ACCEPT ANY RETURN OF PURCHASES UNLESS (A) NORMAN MACHINE TOOL, LTD. SHALL HAVE AUTHORIZED EACH SUCH RETURN AND (B) BUYER SHALL HAVE PREPAID ALL FREIGHT CHARGES THEREON TO NORMAN MACHINE TOOL'S WAREHOUSE OR OTHER DESIGNATED CONSIGNEE. ANY CONDITIONS SPECIFIED BY NORMAN MACHINE TOOL, LTD IN NORMAN MACHINE TOOL'S AUTHORIZATION OF ANY RETURN OF PURCHASES SHALL BIND THE BUYER MAKING THE RETURN.

ELECTRIC CODE, ELECTRIC POWER SUPPLY, OPERATION AND MAINTENANCE - INDEMNIFICATION: COMPLIANCE WITH APPLICABLE ELECTRIC CODE, PROVISION OF THE PROPER POWER SUPPLY AND RELATED CONTROLS, PROPER OPERATION AND PROPER MAINTENANCE OF THE MACHINE AND PURCHASES ARE THE RESPONSIBILITY OF THE BUYER. NORMAN MACHINE TOOL, LTD. WILL NOT BE RESPONSIBLE FOR, AND BUYER WILL INDEMNIFY AND EXONERATE NORMAN MACHINE TOOL, LTD. FROM EXPENSES OF DEFENSE AND ANY AND ALL CLAIMS AND JUDGMENTS FOR NON-COMPLIANCE WITH THE APPLICABLE ELECTRIC CODE, NON-OPERATION OR FAULTY OPERATION OF THE MACHINE AND PURCHASES INTO (ONTO) WHICH THE PURCHASES WERE PLACED AND PERSONAL INJURY, LOSS OR DAMAGES, WHETHER DIRECT OR CONSEQUENTIAL, IN ANY DEGREE RESULTING FROM, OR CONTRIBUTED TO BY, INADEQUATE OR DEFICIENT OR EXCESSIVE OR INAPPROPRIATE ELECTRICAL POWER SUPPLY FOR THE OPERATION OF THE MACHINE, WHEREVER LOCATED, INADEQUATE OR INCORRECT INSTRUCTION OF OPERATING PERSONNEL IN THE USE OF THE MACHINE IN (ON) WHICH THE PURCHASES WERE INSTALLED AND IMPROPER OR INCOMPETENT OPERATION THEREOF INCLUDING OVERLOADING, ABUSE THEREOF, IMPROPER OR INADEQUATE MAINTENANCE THEREOF, USE OF THE MACHINE FOR PURPOSES OR ON MATERIALS FOR WHICH IT IS NOT INTENDED ACCORDING TO ITS SPECIFICATIONS OR TO GENERALLY ACCEPTED TRADE STANDARDS, OR ALTERATION OR MODIFICATION OF ANY KIND TO SUCH MACHINE IN (ON) WHICH THE PURCHASES ARE INSTALLED UNLESS PREVIOUSLY AND SPECIFICALLY APPROVED IN WRITING BY NORMAN MACHINE TOOL, LTD. AS USED HEREIN, EXPENSES OF DEFENSE SHALL INCLUDE ALL REASONABLE DEFENSE EXPENSES AND COSTS INCLUDING (BUT NOT LIMITED TO) COUNSEL FEES INCURRED BY NORMAN MACHINE TOOL, LTD. IMPROPER OR INCOMPETENT OPERATION AS REFERRED TO ABOVE SHALL INCLUDE, BUT NOT BE LIMITED TO, FAILURE TO FOLLOW MANUFACTURER INSTRUCTIONS, GENERALLY ACCEPTED TRADE PRACTICES, WARNINGS AND RECOMMENDATIONS AND FAILURE TO COMPLY WITH APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS. SAID INDEMNIFICATION AND EXONERATION AGAINST CLAIMS AND JUDGMENTS SHALL INCLUDE, BUT NOT BE LIMITED TO, THOSE RESULTING FROM ANY LEGAL THEORY OF STRICT LIABILITY AND FROM ANY THEORY OR BREACH OF WARRANTY OF ANY KIND. IN ADDITION, AS USED ABOVE, THE TERMS "IMPROPER AND INADEQUATE" MAINTENANCE OF THE MACHINE IN (ON) WHICH ANY SUCH PURCHASES ARE INSTALLED SHALL INCLUDE, BUT NOT BE LIMITED TO, IMPROPER OR INADEQUATE INSTALLATION OF PURCHASES PURCHASED UNDER THESE TERMS AND CONDITIONS OF QUOTATION AND SALE.

SERVICE POLICY: "SERVICE" SHALL INCLUDE ALL WORK, DEMONSTRATIONS, INSTALLATION, START-UP, INSTRUCTIONS IN THE USE OF MACHINE, AND MAINTENANCE AND REPAIRS OF THE MACHINE. SHOULD ANY SERVICE BE REQUESTED OF NORMAN MACHINE TOOL, LTD. BEYOND THAT WHICH THE CONTRACT SPECIFIES THAT NORMAN MACHINE TOOL, LTD. WILL SUPPLY AT ITS EXPENSE, SUCH SERVICE WILL BE RENDERED AT THE THEN CURRENT PER DIEM CHARGE (PLUS OVERTIME, IF APPLICABLE) FOR THE PERSONS RENDERING THE SERVICE, PLUS THEIR TRANSPORTATION AND REASONABLE LIVING EXPENSES. BUYER SHALL, AT BUYER'S EXPENSE, SUPPLY APPROPRIATE RIGGING EQUIPMENT AND/OR MATERIAL HANDLING EQUIPMENT, TOOLS AND SUPPLIES (INCLUDING DEMONSTRATION MATERIAL) SO THAT ANY AND ALL SUCH SERVICE CAN BE PROVIDED EFFICIENTLY AND SAFELY.

GOVERNING LAW -The Contract shall be governed by and interpreted in accordance with the laws of the State of Maryland.

ARBITRATION AND SUIT: (1) ANY CONTROVERSY OR CLAIM INSTITUTED BY BUYER AND ARISING OUT OF OR RELATING TO THE CONTRACT SHALL BE RESOLVED BY BINDING ARBITRATION TO TAKE PLACE IN BALTIMORE, MARYLAND UNDER THE AUSPICES AND COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, THE COST OF SUCH ARBITRATION TO BE DIVIDED EQUALLY BETWEEN NORMAN MACHINE TOOL, LTD. AND BUYER, AND JUDGMENT UPON THE AWARD RENDERED MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. (2) ANY CONTROVERSY OR CLAIM INSTITUTED BY NORMAN MACHINE TOOL, LTD. AND ARISING OUT OF OR RELATING TO THE CONTRACT SHALL, AT NORMAN MACHINE TOOL'S OPTION, BE RESOLVED BY BINDING ARBITRATION AND WITH DIVISION OF THE COST OF ARBITRATION AS DESCRIBED IN CLAUSE (1) ABOVE OR BY SUIT IN ANY COURT HAVING JURISDICTION. ANYTHING HEREINABOVE TO THE CONTRARY NOTWITHSTANDING, IF NORMAN MACHINE TOOL'S CLAIM AGAINST THE BUYER IS FOR THE UNPAID BALANCE OF THE PURCHASE PRICE OF THE PURCHASES OR FOR BUYER'S VIOLATION OF THE PROVISIONS HEREOF, AND IF SUCH CLAIM IS SUSTAINED BY THE ARBITRATORS OR BY LITIGATION, BUYER SHALL PAY THE ENTIRE COST OF THE ARBITRATION OR SUIT TOGETHER WITH THE COUNSEL FEES INCURRED BY NORMAN MACHINE TOOL, LTD. IN CONNECTION WITH SUCH ARBITRATION OR SUIT INCLUDING THE COST OF COLLECTION OF THE JUDGMENT OR AWARD, ALL OF WHICH SHALL BE MADE A PART OF SUCH JUDGMENT OR AWARD. IF NORMAN MACHINE TOOL, LTD. SHALL SUCCESSFULLY DEFEND ANY CONTROVERSY OR CLAIM INSTITUTED BY BUYER (WHETHER AS AN ORIGINAL ACTION OR AS A COUNTERCLAIM OR CROSS ACTION OR OTHERWISE), BUYER SHALL PAY THE COUNSEL FEES INCURRED BY NORMAN MACHINE TOOL, LTD. IN DEFENDING AGAINST SUCH CONTROVERSY OR CLAIM.