

OFFER OF SALE

The items described in this document and other documents are hereby offered for sale at prices established by CVP Group, Inc. dba Chicago Vibrator Products and dba Clean Conveyor Solutions ("Seller"). This offer and its acceptance by any customer ("Buyer") shall be governed by the following terms.

AGREEMENT TO TERMS

By purchasing from Seller, Buyer consents to these terms and conditions. No other terms, whether in buyer's purchase order or otherwise, shall apply unless agreed to in writing and signed by Seller. Seller reserves the right to reject orders.

SHIPPING AND PRICING

All prices, unless otherwise stated in proposal, are quoted F.O.B. shipping point. Regardless of method of delivery, however, risk of loss shall transfer to Buyer upon Seller's delivery to a carrier. Any delivery dates shown are approximate only and Seller shall have no liability for any delays in delivery. Prices are firm only for the length of time specified herein. Beyond that time, prices are subject to change without notice. Visa and MasterCard are accepted. Open accounts are available upon credit approval.

PAYMENT

Payment shall be made by Buyer within payment terms stated herein from the date of delivery of the items purchased. Amounts not timely paid shall bear interest at the maximum rate permitted by law for each month or portion thereof that Buyer is late in making payment. Any claims by Buyer for omissions or shortage in a shipment shall be waived unless Seller receives notice thereof within 30 days after Buyer's receipt of the shipment. Seller reserves the right to make partial shipment and render invoices accordingly.

LIMITED WARRANTY

Seller's only warranty obligation is to, at seller's option, repair, replace or refund the original purchase price for any product proved defective in material or workmanship within the manufacturer's warranty period. The manufacturer is the sole judge of a "defect in material and workmanship." ALL OTHER WARRANTIES, GUARANTEES OR REPRESENTATION OF ANY KIND WHATSOEVER INCLUDING MERCHANTABILITY AND FITNESS FOR PURPOSE, WHETHER EXPRESSED, IMPLIED, OR ARISING BY OPERATION OF LAW, TRADE USAGE OR COURSE OF DEALING, ARE DISCLAIMED.

LIABILITY

SELLER SHALL NOT BE LIABLE IN CONTRACT, WARRANTY, TORT OR OTHERWISE FOR CONSEQUENTIAL, SPECIAL, EXEMPLARY OR INCIDENTAL DAMAGES. IN NO EVENT SHALL SELLER'S LIABILITY EXCEED THE PURCHASE PRICE. ENFORCING THE LIMITED REPLACEMENT RIGHTS IS BUYER'S EXCLUSIVE REMEDY.

TAXES

Unless otherwise indicated on the face hereof, all prices and charges are exclusive of excise, sales, use property occupational or like taxes which may be imposed by any taxing authority upon the manufacture, sale or delivery of the items sold hereunder. If any such taxes must be paid by Seller or if Seller is liable for the collection of such tax, the amount thereof shall be in addition to the amounts for the items sold. Buyer agrees to pay all such taxes or to reimburse Seller therefore upon receipt of its invoice. If Buyer claims exemption from any sales, use or other tax imposed by any taxing authority Buyer shall save Seller harmless from and against any such tax, together with any interest or penalties thereon which may be assessed if the items are held to be taxable.

ENTIRE AGREEMENT/GOVERNING LAW

The terms and condition set forth herein, together with any amendments, modification and any different terms or conditions expressly accepted by Seller in writing shall constitute the entire Agreement concerning the items sold, and there are no oral or other representations or agreements which pertain thereto. This Agreement shall be governed in all respects by the law of the State of Illinois.