



WISCONSIN OVEN

December 6, 2016

Proposal: P-46700-16C (Athens, Alabama Facility)

Reference: RFQ 001

Wisconsin Oven Corporation
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Mr. Mike Johnson
Shape Corporation
120 Roy Long Road
Athens, AL 35611

(email: johnsonm14@shapecorp.com)
(Cell phone: 616-502-5434)

Dear Mr. Johnson,

Thank you very much for your continued confidence and interest you have placed with Wisconsin Oven for your convection oven needs. We sincerely appreciate your interest and previous business. We look forward to the possibility of working with you on this Athens, Alabama facility project. If you have any questions, or require any clarification on any of the items listed within this proposal, please do not hesitate to contact us at your convenience.

Built to Last!! We are very proud and excited to inform you this equipment is backed by Wisconsin Oven's **Exclusive and Unprecedented 5-Year WOW™ warranty.**

We are pleased to submit the following **revised** proposal for one (1) Natural Gas Fired Enhanced Duty Walk-In Series Ovens a Model EWN-912.5-7G. Items revised with this proposal have been underlined for your convenience.

1. **Specification Review:** We have reviewed the Specification TQB 3683054 dated September 2014 and comply except for deviations and/or clarifications (as it relates to our scope of work) as listed below

2.1.A- We cannot include our detailed assembly drawings as property of Shape Corporation as the drawings are proprietary to our business; we will include electrical, pneumatic, and general assembly drawings as property of Shape Corporation.

Shape purchased components list- we have not included a GE brand PLC or related components (if the GE PLC must be provided we will need to provide additional pricing for this type of PLC).

2. **Temperature Rating:** Maximum - 500° F Normal - 350° F
Minimum - 150° F above ambient
3. **Qualified Operating Temperature Range:** 250° F to 500° F
4. **Chamber:** 9'0" wide x 12'6" long x 7'0" high

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5. **Effective Work Zone:** 7'0" wide x 10'6" long x 6'0" high (starting 6" off the facility floor)
6. **Overall (approximate):** 13'6" wide (including control panel) x 14'0" long x 17'6" high (to the top of the vertical lift door mast)
7. **Temperature Uniformity Survey (TUS):** $\pm 10^{\circ}\text{F}$ at set points of 250°F , and 500°F ; TUS conducted at Wisconsin Oven Corporation's (WOC's) facility prior to shipment to verify the equipment has the capability to meet the requirements of **AMS 2750E, Class 2 furnaces and Instrumentation Type D**; documentation of the TUS results and final adjustments to obtain the tolerance shown above at our facility prior to shipment are included as part of this proposal

Other items which are part of this proposal include:

- a) There will be four (4) rings of five (5) TC's evenly spaced along the length of the work chamber, for a total of twenty (20) points. The points will be located as follows:
 - Each ring will have one (1) TC 12" in from each edge sidewall of the chamber (as viewed from the charge end); the 5th TC will be at the center point of each ring.
 - The upper and lower points will be located 6" from the oven floor and ceiling of the chamber
 - The end rings of TC's will be located 12" in from the inside (front and rear) wall.
 - Each ring of TC's will be 3'6" apart.
- b) One (1) thermocouple (TC) feed through check port will be provided to allow insertion of SAT TC within 3" of the tip of the control TC
- c) One (1) calibrated dual head type "J" TC will be provided for the temperature controller in the control zone, calibrated at 250°F , 500°F
- d) Process high limit controller will be utilized for control zone over temperature protection
- e) Calibrated type "J" TC extension wire with special limits of error will be used for the TUS
- f) $\frac{3}{4}$ " NPT (B.I.) TC port to allow insertion of TUS wires into the work chamber through the insulated wall
- g) Temperature recorder with four (4) channels; one (1) will be wired to record the control zone temperature

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- h) System Accuracy Test (SAT) performed prior to shipment using resident calibrated nonexpendable Type "N" TC; the "check" TC will be recorded and verified to be within $\pm 3^{\circ}$ F or 0.3% of set point (whichever is greater) of the control TC

Items not included, which will need to be provided by others after installation of the equipment at the final job site includes:

- i) certification of the equipment (including 3rd party calibration of the temperature controller and recorder) at the customer's facility prior to placing it into operation
8. **Body Construction:** Tongue & groove panel assemblies featuring our patented high efficiency panel seams (provides 25% better insulating efficiency) with 6" of 6# density, industrial board type insulation with a 1,200° F service temperature rating; 20 gauge aluminized interior; 20 gauge carbon steel exterior; 12 gauge base and roof trim
 9. **Oven Door:** One (1) vertical lift, pneumatically operated door will be provided at the front of the oven; the air cylinder is permanently lubricated and the filter-regulator is included; hand valve for the door located on the same side as the control panel; door limit switch provided to shut heat off when doors begin to open; manual safety latch provided to secure door in open position for maintenance
 10. **Floor:** Reinforced drop in style insulated floor (2" thick) with 12 gauge wheel guides spaced on 78" centers (please advise if different)
 11. **Recirculation:** 27,500 CFM @ 20 HP blower
 - horizontal airflow; which is ideal for products arranged in multiple tiers (where heated airflow cannot be directed vertically through the product)
 - supply air will be provided where the heated air is delivered through a fully adjustable boxed duct (louvered openings are factory preset), side-mounted along the length and height on one side of the work chamber;
 - return air will be returned to the recirculation and heating plenum through a matching return duct located on the opposite side of the work chamber
 - airflow safety switch (proof-of-blower operation)
 12. **Exhaust:** 2,000 CFM @ 1 HP exhaust blower with motorized dampers on both the fresh air inlet and exhaust outlet for controlled heating and cooling capabilities; dampers will open fully for the purge cycle for minimized purge time; oven **not** rated for Class A use (as defined by NFPA 86) where solvents, volatiles, or powder constituents are present; exhaust stack not included

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13. **Insurance and Other Specifications:** FM, NEC, NFPA 79 & 86 recommended equipment; if there are other requirements which must be met (heat-up rates, GE GAP, JIC, CSA, ETL, CE, equipment specifications, etc.), contact us for pricing

14. **Heating Equipment:** Industrial air heat burner rated at 1,000,000 BTU per hour; piped complete, including the following items:

- combustion air blower, complete with combustion airflow switch
- direct spark ignited with shut-off valve
- gas line filter/strainer and main gas pressure regulator
- gas shut-off ball valves and high/low gas pressure switch
- motorized (modulating) gas control valve
- motorized shut-off, blocking valves and leak test arrangement

Heating Equipment (continued):

- flame detector (flame rod) & flame relay with alarm horn, red light, and silencing relay
- Keyboard display for Honeywell Model 7800 flame relay; provides annunciation of operation, fault and diagnostic information

15. **Controls and Instruments:** Located in an oven mounted, UL certified and labeled NEMA 12 enclosure, including the Paragon Processor™ (programming software not included):

- Allen-Bradley MicroLogix 1100 PLC; programmed with RSLogix 500
- Allen-Bradley PanelView plus 7 standard color touch screen; 10" display; programmed with RSView Studio (upgrades for touch screen are available)
- PLC system to include the following features:
 - recipe programming with 25 programs
 - heat/cool control
 - process timer with selectable auto-shutdown feature, audible & visual alarm
 - guaranteed soak, process timer begins when the process temperature reaches within an acceptable tolerance of the set point
 - maintenance screen (manual control, I/O status, configuration, PanelView settings)
 - Ethernet communication capability
- digital Eurotherm 3504 temperature controller (with auto-tune)
- digital Eurotherm 3204 "process" high limit controller (with manual reset)
- digital Eurotherm Nanodac digital paperless recorder with 50MB of flash memory for data storage; four (4) universal inputs; 3 ½" full color VGA display; Ethernet (10/100 base T; Protocols Modbus TCP, FTP) communications
- digital high limit instrument, FM approved (with manual reset)

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- IEC style motor starters, fused branch circuits, 110 volt control transformer and blower interlocks
- Honeywell Model 7800 flame relay with integral purge timer
- Fused main power disconnect switch with door interlock

16. Other:

- Six (6) position type “J” thermocouple jack panel with male/female connectors (ceramic plugs mounted on interior of oven chamber wired to a j-box on exterior sidewall of oven); interconnecting wiring between the jack panel and customer’s part are not included (three (3) jack panel plugs will be wired to the included recorder)
- Low voltage calibration junction box with type J mini jack plugs and thermocouple terminal strip (utilized for calibrating the thermocouple inputs of the temperature controller and recorder without need to access the high voltage main control panel when calibration is needed)

17. Paint: The equipment will be painted the following colors:

- **Oven body** – Shape Orange (the aluminized steel interior requires no additional coating)
- **Control panel** – Shape Orange, white interior
- **Guards** - OSHA yellow

18. Testing: Equipment is operated at normal and maximum temperatures prior to shipment; all safety interlocks are checked for proper operation; includes a systematic evaluation utilizing a check list with over 150 points (actual number varies depending on the type of equipment); temperature uniformity survey, as quoted, performed prior to shipment with documentation of successful test placed in each manual

19. Manuals: Two (2) digital Owner’s Manuals placed in the control panel at time of shipment

20. Utility Requirements:

- **Electrical** - 480 volt, 3 phase, 60 hertz
- **Natural Gas** - 1,000 BTU per cubic foot at a constant pressure of 1-5 PSIG

21. Completion: nineteen (19) to twenty-one (21) weeks after receipt of an order and down payment, as well as answers to any open points (smallest doorway/passage, solvent loading, etc); the lead-time is based on our typical engineering and production capacities for this type of equipment and is subject to change (in either direction) based on our production schedule at time of order

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22. **Shipping:** Shipped in one (1) main oven body section with the roof-mounted door mast structure match-marked & removed for reassembly and rewiring by others at the final job site
23. **Installation:** Installation of the oven is not included; please feel free to contact us to discuss the varying degree of services we can provide (ranging from inspection, supervision of your employees, to a complete “turn-key” installation)
24. **Terms:** 20% down, due prior to engineering or material procurement; 20% invoiced after final run off at WOC net 60 days; final 60% invoiced upon approval of installation, net 60 days (installation not to exceed 30 days after shipment from WOC); these payment terms will be valid pending credit approval; the attached WOC terms and conditions also apply
25. **Freight:** FOB East Troy, Wisconsin, freight collect
26. **Exclusive 5-Year WOW™ Warranty:** Covers all materials for all components (less wear items); components covered include, but are not limited to: recirculation, exhaust, & combustion blowers; burner, burner controls, & all gas train components; temperature controllers, high-limit instruments, & recorders; PLC's, HMI touch screens, & related components; disconnect switches; power distribution blocks; terminal blocks; transformers; fuse blocks; selector switches & push buttons; pilot & beacon light assemblies; process & purge timers; relays; alarm horns; pressure switches; limit switches; vent fans; power supplies; variable frequency drives; etc. as applicable to the equipment quoted; labor is included for defects in workmanship
27. **Price:** One (1) Natural Gas Fired Enhanced Duty Walk-In Series Oven, a Model EWN-912.5-7G, as described above, price held firm for 30 days -----\$ **95,300.00**
QTY 2 Price -----**\$ 187,700.00**
28. **Price:** One (1) Electrically Heated Enhanced Duty Walk-In Series Oven, a Model EWN-912.5-8E, essentially as described above but Electrically heated with 108kw heat input, and SSR power control; price held firm for 30 days -----\$ **94,200.00**
QTY 2 Price -----**\$ 185,550.00**

Note: The above discounted price for multiple units is based on all ovens being **identical** to each other, and the order being placed for all ovens at the same time; this discount is available due to cost savings that can be realized for administration, engineering, manufacturing, and material procurement for all units at the same time

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29. **Installation Verification and Training (2 Ovens):** One (1) non-union factory technician will be provided at your Athens, AL. facility for two (2) eight (8) to ten (10) hour weekdays to inspect the installed equipment (to verify it has been installed and is operating correctly) and to perform maintenance and operator training. Delays beyond our control will be charged at our standard service rates.

Installation Verification Price ----- \$ 5,460.00

30. **Optional Price Adders, Price Each:**

- a. Additional thermocouple port (3/4" NPT) with cap -----\$ 275.00
- b. Split oven into two (2) main body sections for ease of shipping and handling, and/or to fit through a restricted passageway -----\$ 2,250.00
- c. Match-mark and remove roof-mounted blower(s) for reinstallation by others at final job site -----\$ 555.00
- d. Match-mark, remove, and skid the side-mounted control panel for reinstallation by others at final job site-----\$ 525.00

If we can be of further assistance, or if you have any questions, please feel free to call on our local sales representative, Mr. Kevin Brennan (phone: 716-867-4312) of Summit Products or us, at your convenience.

Very truly yours,
Wisconsin Oven Corporation



Douglas Christiansen
Application Engineer
Direct Phone: (262)642-6023
Email: dchristiansen@wisoven.com

cc: Mr. Kevin Brennan – Summit Products (email: summit@roadrunner.com)

Wisconsin Oven Corporation



SERVICES OFFERED

HISTORY

Wisconsin Oven Corporation has been designing, manufacturing, and servicing industrial ovens and other heating equipment for over 30 years. Our customers appreciate our superior quality and unequalled level of commitment to customer service. Our Service Department offers a wide-range of aftermarket services for industrial ovens of all brands. Services include, but are not limited to: installation, temperature uniformity and profiling services, start-up & training, preventative maintenance, as well as complete relocations, rebuilds (refurbishing), and oven modifications. All services are performed by factory-trained Service and Quality Assurance technicians.

GOALS

Our goal is to meet or exceed the expectations of our customers through value, integrity, and quality. Our goal is to form relationships with our customers and to work with them to arrive at solutions for their challenges.

INSTALLATION SERVICES

Complete turnkey installation services are available from Wisconsin Oven. Typical responsibilities include renting rigging equipment, unloading the equipment from the truck(s), moving the equipment to the final job site within your facility, reinstalling and/or reassembly of any items removed for shipping, connecting the electrical power, as well as gas, air, or other utilities, from your stubs to the equipment, debugging, start-up, re-certification of uniformity testing, training, and commissioning the equipment into operation.

We also provide a qualified factory supervisor to supervise the installation by your personnel. This helps ensure the equipment is assembled and installed correctly. This can be an economical alternative to a complete turnkey installation.



TEMPERATURE UNIFORMITY SERVICES

Wisconsin Oven can provide on-site uniformity testing and certification for your industrial oven, regardless of the brand. Adjusting the equipment for proper airflow balance and heat distribution provides a tighter temperature tolerance, which can increase YOUR product quality. Our on-site profile testing service will assure your oven is balanced, adjusted, and within tolerance to meet today's demanding standards and specifications. We provide calibrated and certified instrumentation to ensure valid test results. In many cases, profile testing and associated adjustments can be completed in a single 8 to 10 hour work day.



START-UP & TRAINING

A Wisconsin Oven service technician inspects the installation, performs on-site adjustments, and provides hands-on training for the operator (start-up and shutdown procedures, review of items contained within the manual) and maintenance personnel (trouble-shooting procedures, preventive maintenance, spare parts, etc.).

If requested, we can also be present during initial test runs with product.



2675 Main Street • PO Box 873 • East Troy, WI 53120

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PREVENTATIVE MAINTENANCE

Why is a Preventative Maintenance (PM) Service important?

Maintaining equipment in satisfactory operating condition extends the life of the equipment, reduces energy consumption, and minimizes unscheduled downtime that can cause major problems in production. It also helps to maintain consistency in YOUR product quality.

PM can be defined as a program in which wear and tear are anticipated, and continuous corrective actions are taken to ensure peak efficiency and performance, and, to minimize premature deterioration. PM involves a planned and controlled program of systematic inspection, adjustment, lubrication, and replacement of components, as well as performance testing and analysis. Our experienced staff takes these items into consideration so an effective PM program is updated as needed to remain viable and effective.

A PM Program typically includes recertification of temperature uniformity, cleaning and adjusting burners to improve efficiency, and replacement or recommendation of what parts should be replaced to specifically prevent faults from occurring. Hands-on training or technical assistance can also be provided upon request.



REPLACEMENT PARTS

To help reduce costly downtime, Wisconsin Oven carries an extensive inventory of replacement parts. In most cases, order by 2:00pm CST and the part will ship out the same day! If you have a critical applications where one (1) day is too long, please feel free to contact one of our experienced customer service team members who can recommend which parts you should stock. For parts, contact us at 262-642-6042 or by email at parts@wisoven.com.

OVEN MODIFICATIONS, RELOCATION, & REFURBISHING SERVICES

We are well equipped and experienced in rebuilding, retrofitting, and modifying existing equipment, even if it was not manufactured by Wisconsin Oven. Equipment modifications can include making the oven larger, reworking the ductwork for an air flow that is better suited to your current product, adding doors, switching heat sources, and the list goes on and on.

Wisconsin Oven is also capable of handling entire relocation projects from the moving of equipment, to erection, debugging, start-up, and commissioning the equipment into operation. Often times refurbishing an oven is in conjunction with relocating equipment to a different job site. Many insurance companies will provide better rates if it meets current safety codes, which can justify a new gas train or electrical panel.



Contact Us Today at 262-642-6040 or service@wisoven.com to find out how you can:

- **Improve** your equipment's **Efficiency**
- **Improve** or maintain product **Quality**
- **Extend** the life of your **Investment**
- **Maximize** your oven's **Potential**
- **Avoid** costly **Downtime**
- **Breathe Life** into your **Existing Equipment**

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TERMS AND CONDITIONS OF SALE **TPS, LLC (dba Wisconsin Oven Corporation)**

Wisconsin Oven Corporation
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1. **ACCEPTANCE OF THESE CONTROLLING TERMS, AND RIGHT TO WITHDRAW OR CHANGE QUOTE.** These Terms and Conditions of Sale ("Terms") are material to TPS, LLC's ("TPS's") offer, as contained in a quote, to provide products and/or services to a purchaser. A purchaser's acceptance of TPS's quote is expressly limited to the purchaser's acceptance of these Terms. These Terms shall apply to all orders for products and/or services that TPS offers to provide, and these Terms shall control over any proposed conflicting terms and conditions. Unless TPS otherwise agrees in a writing signed by an authorized TPS official, TPS expressly objects to any conflicting terms and conditions contained in a purchaser's purchase order or other communication (counter offers), and such conflicting terms shall be inapplicable and of no force or effect. TPS shall furnish only the products and/or services specifically listed in a quote. TPS may change its published or quoted prices, terms and conditions at any time without notice before a purchaser unconditionally accepts a quote in writing, and all TPS quotes remain subject to correction for clerical errors.
2. **PRICES.** Unless otherwise provided in a TPS quote, published or quoted prices are F.O.B. TPS's factory, and TPS's service personnel's service time is not included and may be charged extra.
3. **TAXES AND OTHER CHARGES.** In addition to quoted prices, by accepting TPS's quote a purchaser agrees to pay any manufacturer's tax, retailer's occupational tax, use tax, excise tax, duty, custom inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between TPS and the purchaser. If TPS is required to pay any such tax, fee or charge, the purchaser shall reimburse TPS; or, in lieu of such payment, the purchaser shall provide TPS with an exemption certificate or other document acceptable to the authority seeking to impose the tax, fee or charge.
4. **PAYMENT.** Payment(s) shall be due according to the schedule stated within the proposal and are subject to credit approval.

A purchaser shall pay for products to be shipped to, or services to be performed at, any destination outside the U.S. either (i) cash in advance, or (ii) by a clean, irrevocable letter of credit confirmed to TPS by a U.S. bank acceptable to TPS, which letter of credit shall be in form and substance reasonably satisfactory to TPS. Purchasers shall pay all banking charges.

In addition to any other remedies available to TPS, TPS may add a service charge of 1.5% per month (18% per annum) or the maximum permitted by applicable law to any past due balances. Also, if at any time a purchaser's financial condition no longer justifies the specified payment terms, TPS may demand partial or full payment and other reasonable assurances before proceeding with an order, or, at its option, defer delivery or cancel the order. If TPS defers delivery, TPS may store the products as provided in Term 6, below, and submit a new estimate and cost for completion based upon prevailing conditions.
5. **CHANGES, SUBSTITUTIONS AND CANCELLATION.** Any changes to a TPS offer that a purchaser requests are not effective unless an authorized TPS official accepts them in writing. Accepted changes that affect the specifications or scope of work shall entitle TPS, as appropriate, to adjust the price, delivery schedule, or other terms affected by such changes.

TPS may, at its option, furnish suitable substitutes for materials unobtainable because of priorities or regulations established by government authority or unavailability of materials from suppliers. Details of design and construction, as stated in a quote, are approximate and therefore subject to revision by TPS. If any changes in the layout or arrangement for a product are desired or required because of conditions about which TPS was unaware or that were unforeseen when TPS submitted a quote, the quoted price is subject to revision.

A purchaser may cancel an order only with TPS's written consent and upon payment of cancellation charges. If TPS accepts a cancellation of all or any part of an order, the purchaser shall be liable for the higher of: (i) 25% of the purchase price; or (ii) all costs or losses TPS incurred, including, without limitation, engineering, reconditioning, labor, and material costs, and TPS's anticipated profit margin.

TPS may cancel an order if a purchaser fails to pay TPS according to terms or if TPS reasonably believes that the purchaser will not be able to pay TPS. If TPS cancels an order for one of these reasons, then the purchaser shall reimburse TPS for its expenses incurred to fulfill the order/contract through the cancellation date, including, without limitation, materials and labor, plus TPS's anticipated profit, and if products have already been delivered but not fully paid for by the purchaser, then the full purchase price shall become due and payable immediately.
6. **STORAGE.** If products are not shipped within five (5) days after TPS notifies a purchaser that they are ready for shipping, TPS may store the products, at the purchaser's risk and expense, in a warehouse or at TPS's premises, and the purchaser shall pay all handling, transportation and storage costs at the prevailing commercial rates upon TPS's submission of invoices for such charges.
7. **INSURANCE.** Until a purchaser has paid the full purchase price, the purchaser shall keep the finished products insured for their full order price under policies naming TPS as an "additional insured" and "loss payee" with such provisions, for such amounts, and with such insurers satisfactory to TPS; and, upon TPS's request, the purchaser shall provide TPS with evidence of such coverage.
8. **TITLE; RISK OF LOSS; DELIVERY DATE.** Unless otherwise provided in a TPS quote: (i) goods shall be delivered F.O.B. TPS's factory, with delivery to the initial carrier constituting delivery to a purchaser; (ii) title to products and risk of damage or loss shall pass to the purchaser upon delivery to the initial carrier; (iii) the purchaser shall pay all transportation costs; and (iv) the purchaser shall have sole responsibility for filing any claims with any carrier for delay, loss or damage. TPS will use commercially reasonable efforts to meet delivery dates, but TPS shall not be liable in damages or otherwise, nor shall the purchaser be relieved of performance, if TPS fails to meet such dates.

9. **INSPECTION, TESTING, ACCEPTANCE AND USE OF PRODUCTS.** TPS will allow a purchaser to inspect and test ordered products at TPS's factory at a mutually agreeable time, provided the purchaser provides TPS with written details of the inspection ten (10) days in advance. Additionally, if TPS's quote sets forth performance specifications of any kind, testing to prove compliance shall be based on a process approved by TPS that indicates the procedure to be followed, the responsibility of each party, and the place at which the test will be performed. If tests are performed in the purchaser's plant, the purchaser shall assume all responsibility for fire or explosion or damage of any kind in the starting, testing, and subsequent operation of the products. When such tests have been successfully completed, TPS shall have no further obligations under the underlying contract except under Terms 11 (Limited Warranty) and 13 (Indemnifications).

A purchaser will have accepted products and services and waived its right to reject an order upon receiving a product unless: (i) for products the purchaser has inspected at TPS's factory, the purchaser promptly inspects the delivered products and provides TPS with written notice of an alleged non-conformity within forty-eight (48) hours of delivery; or, if no factory inspection occurred, within thirty (30) days following delivery of the products or provision of services; provided, however, that (ii) the purchaser has given TPS reasonable advance notice and authorization to attend any tests designed to demonstrate that the products or services are allegedly non-conforming, and TPS has agreed to the test conditions. A purchaser may not return products to TPS without first obtaining written authorization and shipping instructions from an authorized TPS representative.

Any use or operation of products by a purchaser, other than initial testing, shall constitute acceptance of the products, requiring payment in full for the order.

10. **INSTALLATION.** When specified in TPS's accepted quote, the anticipated cost of a TPS service technician to supervise the starting and/or installation or erection of a product and to instruct a purchaser's representatives in the product's operation are included in the quoted price. The purchaser shall pay for any additional services at the specified rate per day plus living and travel expenses.

Supervision of installation shall run concurrently with dry out time, start-up time and the purchaser's personnel's instruction time.

When installation, assembly or erection is specified in an accepted quote, a purchaser shall deliver all of TPS's material to the site, obtain all necessary licenses and permits, and pay all inspection fees. The purchaser shall also provide, at its expense, all of the product space, building modifications, ancillary tools and equipment, assembly storage space, utilities, fluids and other materials that TPS requires to install, assemble and/or erect the product. The current and kind of electricity, and the pressure and quality of fuel, air, water, etc. shall be maintained within the specifications set forth in the accepted quote. If work is required in freezing or severe weather, the purchaser shall furnish heat and covering as TPS requires for suitable installation progress. TPS may delay such installation or erection, without penalty, until work conditions at the installation site have been prepared so as to permit work to proceed without interruption due to elements or other causes. Surplus materials that TPS supplies will remain TPS's property and TPS will dispose of them. TPS will not be responsible for work done or material that the purchaser furnishes for TPS's benefit without a written agreement between the parties. Back charges will not be recognized without TPS's prior written acceptance of such charges and approval of amounts.

11. **LIMITED WARRANTY TO ORIGINAL PURCHASERS.** TPS warrants to an original purchaser that it owns and will convey clear title to each product that it manufactures and delivers. Additionally, and provided the original purchaser has paid the full purchase price for a product or service, TPS warrants that from the date it delivers and, if applicable, installs a product or finishes performing a service, the product TPS manufactured shall conform to written specifications that TPS approved, and the product shall be free from defects in material and workmanship for twelve (12) months (or as stated in the proposal). TPS further warrants that any service TPS performs shall conform to written specifications that TPS approved and be free from defects in workmanship for twelve (12) months. If, within that time period, the original purchaser notifies TPS in writing of an alleged non-conformity, and TPS determines, to its reasonable satisfaction, that a product or service is, in fact, non-conforming, then TPS shall, at its option and expense, repair or replace the non-conforming product or correct the non-conforming service, either at the original purchaser's or TPS's factory. This limited warranty shall not apply to (i) labor to replace a part in a product located outside of the U.S., (ii) a service TPS performed outside of the U.S., (iii) any loss or damage resulting from normal wear and tear or alteration, misuse, or abuse, or (iv) improper installation, operation or maintenance by the original purchaser or a third party. **THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, STATUTORY OR IMPLIED, AND STATES TPS'S ENTIRE WARRANTY AND THE ORIGINAL PURCHASER'S SOLE AND EXCLUSIVE REMEDY RELATED TO PRODUCTS OR SERVICES TPS PROVIDED. TPS EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPOSED BY COURSE OF DEALING OR USAGE OF TRADE.**

12. **NO WARRANTY FOR UNSPECIFIED TESTING, INCLUDING TESTING INVOLVING HAZARDOUS MATERIALS.** Before placing an order, a purchaser must disclose and specify all products it intends to test and all products it intends to use in connection with such testing using TPS's product. If the purchaser intends to use a TPS product to test **ANY** undisclosed or unspecified product **OR IN CONNECTION WITH ANY HAZARDOUS, COMBUSTIBLE, FLAMABLE OR CAUSTIC MATERIALS, INCLUDING, WITHOUT LIMITATION, BATTERIES OR SOLVENTS**, the purchaser must notify TPS of such intended use prior to purchasing the TPS product and supply TPS with all proprietary MSDS, process, or specific material of construction information that TPS reasonably requests. Without such information, TPS cannot determine if its product is suitable to use for such testing. Consequently, **IF THE PURCHASER USES A TPS PRODUCT FOR SUCH TESTING AND FAILS TO NOTIFY TPS OF ITS INTENTION TO DO SO AND/OR FAILS TO PROVIDE TPS WITH REQUESTED INFORMATION SO TPS CAN DETERMINE IF ITS PRODUCT IS SUITABLE TO USE FOR SUCH TESTING, THEN (i) TPS DISCLAIMS ITS LIMITED WARRANTY CONTAINED IN TERM 11, ABOVE, AND (ii) THE PURCHASER AGREES TO DEFEND, INDEMNIFY AND HOLD TPS HARMLESS FOR ANY AND ALL DAMAGES OR LOSSES OF ANY KIND TO THE PURCHASER, ITS AFFILIATES, EMPLOYEES, REPRESENTATIVES, CUSTOMERS OR OTHER THIRD PARTIES, INCLUDING BODILY INJURY, DEATH, OR DESTRUCTION OF REAL OR PERSONAL PROPERTY, RESULTING FROM THE PRODUCT'S USE.**

13. **INDEMNIFICATIONS.** The purchaser shall defend, indemnify and hold TPS, its officers, directors, shareholders, employees and agents harmless against any third party claims, losses, damages, liabilities or expenses (including reasonable attorneys' fees and other litigation expenses and costs) relating to personal injury, death or property damage in connection with the purchaser's negligent or willful acts or omissions with respect to the products purchased, or arising out of any design, specification, material or component that the purchaser supplies or requires for the product's design, manufacture and use, including infringement of any third party's intellectual property rights.

If a third party claims that a TPS product violates its intellectual property rights, TPS shall, at its own expense and option: (1) settle such claim; (2) procure for the purchaser the right to use the product; (3) replace or modify it to avoid infringement; (4) remove it and refund the purchase price, less accrued depreciation; or (5) defend against such claim. Should any court or arbitrator find that the product does violate a third party's IP, TPS shall pay any costs and damages finally awarded and, if the product's use is enjoined, TPS shall take at its option one or more of the actions under (2), (3), or (4) above. With respect to any product that TPS didn't manufacture, the indemnity, if any, provided by the manufacturer thereof shall apply in place of the foregoing indemnity.

The foregoing indemnity shall not apply to any claim that arises out of (i) TPS's compliance with the purchaser's specification or design; (ii) any products that have been altered or modified by any party other than TPS; and (iii) the use of the product in combination with other equipment and materials that TPS did not furnish. The purchaser shall defend, indemnify and hold TPS harmless against all claims described in this paragraph. The sale of a product hereunder does not carry with it any license to use the product in combination with other products not purchased from TPS and which combination is the subject of any patent owned or controlled by TPS.

14. **LIMITATION OF LIABILITY.** THE PURCHASER'S REMEDIES UNDER THESE TERMS ARE EXCLUSIVE, AND TPS SHALL NOT BE LIABLE UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR RELATED TO THE UNDERLYING ORDER/CONTRACT OR TPS'S ACTS OR OMISSIONS FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE, INCLUDING, WITHOUT LIMITATION, LOSS OF INCOME, PROFITS, OR OPPORTUNITY, DAMAGE TO PROPERTY, OR LOSS OF USE THAT THE PURCHASER MAY SUFFER OR CLAIM, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. ANY ACTION FOR BREACH OF CONTRACT OR OTHERWISE MUST COMMENCE WITHIN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. UNDER NO CIRCUMSTANCES SHALL TPS'S MAXIMUM AGGREGATE LIABILITY UNDER THE ORDER/CONTRACT EXCEED THE PRICE THE PURCHASER PAID FOR THE PRODUCTS UPON WHICH ANY SUCH CLAIM IS BASED.
15. **SPECIFIC DISCLAIMER OF LIABILITY FOR USE OR PRESENCE OF GAS WHEN OPERATING PRODUCTS.** CERTAIN PRODUCTS TPS MANUFACTURES MAY BE OF A SPECIAL GASEOUS ATMOSPHERE TYPE. ALSO, CERTAIN MATERIALS MAY GENERATE EXPLOSIVE GAS WHILE BEING PROCESSED IN THE PRODUCTS. IT IS GENERALLY KNOWN THAT GAS MAY BE A HAZARD TO HEALTH AND/OR EXPLOSIVE UNDER CERTAIN CONDITIONS. CONSEQUENTLY, TPS SHALL NOT BE RESPONSIBLE FOR PERSONNEL HAZARD AND/OR EXPLOSION DAMAGE WHEN GAS IS USED OR PRESENT, AND THE PURCHASER AGREES TO DEFEND, INDEMNIFY AND HOLD TPS HARMLESS FOR ANY AND ALL DAMAGES OR LOSSES OF ANY KIND TO THE PURCHASER, ITS AFFILIATES, EMPLOYEES, REPRESENTATIVES, CUSTOMERS OR OTHER THIRD PARTIES, INCLUDING BODILY INJURY, DEATH, OR DESTRUCTION OF REAL OR PERSONAL PROPERTY, RESULTING FROM GAS BEING USED OR PRESENT.
16. **SELLER'S INTELLECTUAL PROPERTY.** TPS shall retain all rights to the intellectual property ("IP") that it uses to manufacture and that it incorporates into its products and to provide services, including patents, trademarks, know-how, copyrights, software, engineering and designs, models, production prints, drawings, technical data, and other information and documents. Unless TPS advises in writing to the contrary, all such IP and other confidential information and documents that TPS discloses or delivers to the purchaser are proprietary to TPS and remain subject to the protections outlined in the parties' mutual confidentiality agreement, and the purchaser shall use the IP solely for inspecting, installing, operating and maintaining the products, and for no other purpose. The purchaser shall hold in confidence and not give, loan, disclose, exhibit or sell to any other party or interest, outside of its own company, any such IP or other confidential information.
17. **FORCE MAJEURE.** TPS shall not be liable to the purchaser during any period in which its performance is delayed or prevented, in whole or in part, by a circumstance beyond its reasonable control. TPS will promptly notify the purchaser if such a circumstance occurs.
18. **SEVERABILITY.** If any of these Terms is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other Terms and the remainder of the Term in question shall not be affected thereby.
19. **ASSIGNMENT.** A purchaser may not assign any of its rights under an order/contract without TPS's prior written consent.
20. **DISPUTE RESOLUTION.** Any dispute arising out of, under or in connection with these Terms or the underlying order/contract shall first be referred to TPS's and a purchaser's Chief Operating Officers to in good faith mutually attempt to resolve. If this fails, the dispute shall be referred to and settled exclusively by final and binding arbitration under the American Arbitration Association's Rules for Expedited Arbitration, by a single arbitrator appointed by agreement or (in default) nominated, on the application of either party, by a nationally recognized arbitration organization (i.e., AAA, JAMS, or other nationally recognized organization). The place of arbitration shall be in Pennsylvania and the Parties consent to the exclusive personal jurisdiction of such venue and to the dispute being governed by Pennsylvania law, without reference to principles of conflicts of law. The U.N. Convention on the International Sale of Goods shall not apply to any orders/contracts unless stated.