**IFP Terms & Conditions of Sale & Limitations of Warranty**

1. **ACCEPTANCE.** The sale of goods and performance of services by Clarke Industrial Systems, Inc., d/b/a Indiana Fluid Power, IFP Automation and MIDpro Fluid Power & Automation, collectively referred to herein as "IFP," from the effective date of these Terms and Conditions shall not have any validity whatsoever except with IFP's written consent. Notwithstanding other provisions of this paragraph, in the event of breach by the Buyer, IFP shall be entitled to its reasonable and anticipated lost profit resulting from such cancellations and/or changes. Cancellation of custom products will be accepted on consideration of the manufacturing status of the product. Cancellation charges for partially or wholly manufactured custom products will be established by IFP. In addition, without limitation, IFP reserves the right to deny or, in its absolute discretion, charge a restocking fee, plus shipping costs, on orders placed and then cancelled by the Buyer before or after shipment.

2. **PRICE/DELIVERY/Delay.** Unless otherwise provided by IFP's written quotation or agreed by IFP in writing, price and delivery terms shall be FOB IFP's shipping location ("shipping point"). All applicable taxes and charges shall be for the account of Buyer. Unless otherwise agreed in writing, IFP will select the route and manner of shipment, reserve the right to make delivery in installments when necessary, to invoice each installment separately and to expect payment for each installment in accordance herewith. All risks of loss shall pass to Buyer at the shipping point. IFP reserves the right to accept delivery, IFP may cancel the then remaining balance of the order. Such cancellation, if elected by IFP, shall be in addition to, and not in lieu of, any other rights or remedies which IFP may have at law or in equity. Prices are good only for quantities indicated. If shipment or any other act or condition affecting payment for the goods or any part of them shall be delayed on account of Buyer, payment shall be due as if shipment had been made. A reasonable storage charge may be made and such storage shall be at the risk of Buyer. IFP shall not be liable for any direct, indirect, consequential, special or incidental losses or damages resulting from its delay in shipment.

3. **PAYMENT/CREDIT/SECURITY.** All payments shall be made in U.S. dollars. Except as otherwise agreed in writing, payment shall be due prior to or upon delivery of the goods and services. To the extent payment terms have been authorized in writing, IFP reserves, and by its order Buyer grants, IFP a security interest in all goods furnished by IFP to Buyer wherever located until full payment has been received. Buyer will promptly execute and deliver documents to perfect such security interest as IFP may determine to be necessary to perfect such security interest. Buyer authorizes IFP to prepare and file any UCC financing statement or maintain title to the goods sold each as deemed necessary by IFP to protect its security interest hereunder.

4. **WAIVER OF JURY TRIAL. The waiver of IFP to enforce its rights or remedies under these Terms and Conditions shall not be construed as a waiver of any of its rights or remedies.**

5. **LIMITATION OF DAMAGES.** Except for claims arising out of the subject party's gross negligence, willful misconduct or fraud, or indemnification claims brought under Section 9, the Buyer agree that the maximum amount of liability of either party shall be limited to the aggregate amounts paid or payable by Buyer to IFP under the Purchase Order and Invoice giving rise to any such claim.

6. **ATTORNEY FEES.** Should IFP employ an attorney for the purpose of enforcing any provisions of these Terms and Conditions, or any judgment or settlement based on these Terms and Conditions, or interpretations and enforcement of the rights and obligations of the parties hereunder, shall be governed by the laws of the State of Indiana. If any provision hereof is determined invalid under applicable law, such invalidity shall be limited to such provisions without invalidating the remainder of the other provisions hereof. Any suit involving any dispute or matter arising under this Agreement may only be brought in the United States District Court for the Southern District of Indiana, Bankruptcy, arbitration, declaratory relief or other litigation, IFP shall be entitled to receive from Buyer reimbursement for all attorney fees and costs, including but not limited to, service of process costs, filing fees, court and court reporter costs, investigative costs, expert witness fees, and the cost of any bonds, and such reimbursement shall be included in any judgment or final order issued or settlement reached in the proceeding.

7. **WAIVER OF JURY TRIAL.** The parties hereby waive any right to trial by jury in any proceeding arising out of or relating to these Terms and Conditions or any of the contemplated transactions, whether now existing or hereafter arising, and whether sounding in contract, tort or otherwise. The parties agree that any of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and bargained-for agreement among the parties irrevocably to waive trial by jury and that any proceeding whatsoever between them relating to these Terms and Conditions or any of the contemplated transactions shall instead be tried in a court of competent jurisdiction by a judge sitting without a jury.

8. **CONTINUING OBLIGATION.** The provisions of this Terms and Conditions of Sale provided herein shall constitute a contract binding the Buyer and IFP, and shall not be repealed or amended in any respect by the Buyer or any governing body or entity of the Buyer which would adversely affect the obligations of Buyer and/or the rights of IFP.