

TERMS AND CONDITIONS ADDENDUM: DOMESTIC SALE OF EQUIPMENT

This Addendum is specifically related to the domestic sale of Equipment ("Equipment"). This Addendum is incorporated into the Terms and Conditions attached hereto ("Terms and Conditions") and shall relate to the sale of Equipment described therein. Except as expressly modified herein, all other terms and conditions of the Terms and Conditions remain the same. If any provision of this Addendum conflicts with the Terms and Conditions, the provisions in this Addendum shall control. Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Terms and Conditions.

1. **Payment Terms.** Unless otherwise expressly stated on the face hereof, buyer shall pay the Purchase Price to Seller in immediately available funds in U.S. currency by certified check or wire transfer in accordance with the following schedule:

- (a) 30% Due upon receipt of Purchase Order
- (b) 30% Due Net 45 Days
- (c) 30% Due Net 90 Days
- (d) 10% Will be Invoiced on Shipment and Due within 30 Days after Shipment

All past due amounts shall bear interest, payable on demand, at a rate per annum equal to the lesser of eighteen percent (18%) or the maximum rate permitted by applicable law, until paid in full. Buyer is responsible for all taxes and duties in connection with this sale or the Equipment.

2. **Shipment and Acceptance.**

(a) Seller shall use commercially reasonable efforts to cause the shipment of the Equipment on the stated shipment date ("Designated Shipment Date"). Seller's shipment obligation shall be evidenced by a bill of lading or similar document signed and dated by the carrier of Seller's choice acknowledging receipt of the Equipment for delivery to Buyer. Shipment shall be EX WORKS Seller's Cherry Valley, Illinois facility and shall be made to Buyer's address, unless otherwise expressly stated on the face hereof. Risk of loss shall pass to the Buyer at the stated EX WORKS point of shipment.

(b) Customer Requested Furnace Shipping Delay When Request Made Within 90 Days of Shipping Date: Ipsen can accommodate up to 15 total days of delay at no charge. Starting 15 days after scheduled shipment date, charges of \$1,150 per week per furnace system plus off-loading and re-loading will be incurred. Off-loading and re-loading of furnace for purposes of storage will be charged at invoiced cost + 12.5% handling fee, all storage fees shall be paid in full prior to releasing shipment to customer's designated site. These fees apply to horizontal furnaces with work area of 36x36x48 inches or less. For horizontal furnace work areas up to 48x48x72 inches and all sizes of bottom loading furnaces, a 30% surcharge will apply. Storage fees for large custom system will be handled case-by-case. If the duration of storage extends beyond 90 days a maintenance fee will be determined based on the model of Equipment, cooling motors and pumps will need to be rotated in order to minimize potential damage to bearings and seals due to extended static state conditions.

Equipment insurance during storage is the responsibility of Ipsen and is included in the above price. The payment that is due related to shipment, whether prior to shipment or upon receipt at customer factory, is due at the beginning of the storage period. If storage period exceeds 30 days, customer agrees to pay 50% of all remaining open payments at that time.

(c) Upon delivery or, if Seller is to install the Equipment, the date of completion of installation per Seller, Buyer shall promptly notify Seller in writing of any defect or nonconformance as to the Equipment and, where applicable, installation, specifying in detail each defect and/or other item of nonconformance and each relevant specification ("Notice"), or sign and deliver to Seller a "Final Acceptance Authorization Form". If such a Notice is not received by Seller within ninety (90) days following the delivery or, where applicable, installation, or if such Notice contains only items that are not material or substantial, the Equipment shall thereupon be deemed irrevocably accepted and Buyer shall be bound to pay the full Purchase Price thereof, whether or not Buyer has delivered a Final Acceptance Authorization Form. If Seller does receive such Notice containing matters that are material or substantial within the ninety-day period, the Equipment shall be deemed irrevocably accepted and Buyer

shall be bound to pay the full Purchase Price thereof, whether or not Buyer has delivered a Final Acceptance Authorization Form, immediately upon substantial completion or correction of items specifically and validly identified on the Notice; provided that all parts and features of the Equipment not expressly identified in the Notice shall be irrevocably accepted as of the delivery of the Notice to Seller.

3. **Warranty Period.** The sole and exclusive Warranty as set forth in the face hereof in respect of the Equipment shall run for a period commencing on the date of actual shipment and ending on the earlier of (a) the date which is thirteen (13) months after the shipment date or (b) the date which is twelve (12) months after the date on which acceptance of the Equipment shall have or be deemed to have occurred under Section 2 above.

4. **Security Interest.** Until the Equipment is paid for in full:

(a) Buyer shall keep the Equipment free and clear of all levies, liens, and encumbrances of any nature whatsoever;

(b) Buyer shall keep the Equipment in good order and repair and shall not use the Equipment in violation of any statute, regulation, code or ordinance;

(c) Buyer agrees that the Equipment is and shall remain personal property and shall not be subject to any construction mortgage (as defined in the Uniform Commercial Code) or any other mortgage; and

(d) Buyer shall not move or permit to be moved, sell or transfer the Equipment or any interest therein without the prior written consent of Seller.

5. **Insurance.**

(a) All risk of loss as to the Equipment shall pass without condition or limitation to Buyer as set forth in paragraph 2 above.

(b) At all times prior to the payment in full of the Purchase Price: (i) Buyer shall keep the Equipment insured against all risks of loss or damage from every cause whatsoever for not less than the full replacement value thereof as determined by Seller, and (ii) Buyer shall carry public liability and property damage insurance covering the Equipment. All said insurance shall be in the form and amount and with companies approved by Seller, all property insurance shall show Seller as sole loss payee and all liability insurance shall show Seller as an additional insured.

(c) Buyer shall pay the premiums for all insurance required or contemplated hereunder and shall deliver to Seller certificates of insurance, identifying amount of coverage and all applicable deductibles and exclusions. Each insurer shall agree, by endorsement on the policy issued by it or by independent instrument furnished to Seller, that it will give Seller thirty (30) days' written notice before the policy in question shall be altered or canceled. All such insurance shall contain a waiver of all subrogation rights against Seller, and Buyer hereby waives all such rights and claims against Seller on behalf of itself and all insurers and other interested parties.

(d) Until the Equipment is paid for in full, the proceeds of all property insurance, at the option of the Seller, shall be applied: (i) toward the replacement, restoration or repair of the Equipment; or (ii) toward the payment of Buyer's obligations hereunder. Buyer hereby appoints Seller as Buyer's attorney-in-fact to make claim for, receive payment of, and execute and endorse all documents, checks or drafts for loss or damage under any said insurance policy.