



WISCONSIN OVEN

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

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. 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.



WISCONSIN OVEN CORPORATION

INDUSTRIAL OVEN SERVICES



262-642-3938 • SERVICE@WISOVEN.COM • WWW.WISOVEN.COM

Services Offered By Wisconsin Oven

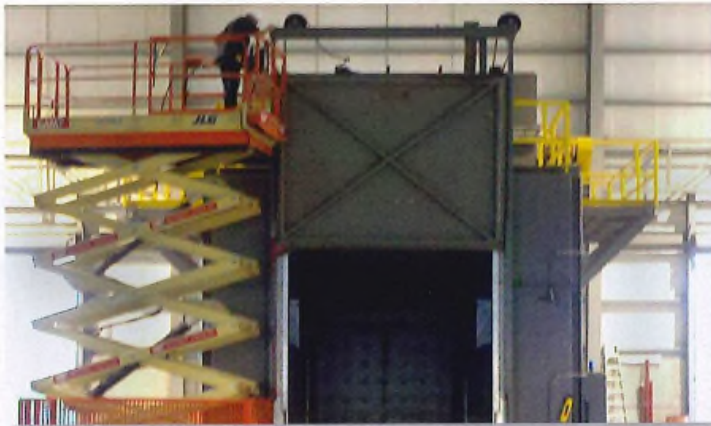
Wisconsin Oven Corporation provides a wide array of services for existing equipment, regardless of the manufacturer. We pride ourselves on meeting your service needs no matter what brand industrial oven you use. Our goal is to help our customers maintain their current equipment to maximize their production. Proper equipment maintenance minimizes downtime, improves efficiencies, and increases profitability. We strive to provide complete customer satisfaction on every project we undertake.

Some of these services include, but are not limited to, the following:

- Installation of New Equipment
- Start-up & Training Assistance
- Temperature Uniformity Surveys & Adjustments
- Preventive Maintenance (PM Services)
- Refurbishing, Rebuilding, & Modifications
- Relocating
- Spare & Replacement Parts
- Consulting Services

Installation of New Equipment

Wisconsin Oven offers a wide range of installation services. We offer complete turnkey installation services that include everything from unloading the equipment to commissioning the equipment into operation. We also offer supervised installation services, providing a qualified supervisor to guide your installation personnel, giving you confidence that your equipment is assembled and installed correctly.



Start-up & Training

A Wisconsin Oven technician inspects the installation performed by others, performs on-site adjustments, and gives the operating and maintenance personnel hands-on training. Start-up service is included with the complete turnkey installation package.



Temperature Uniformity Surveys & Adjustments

Wisconsin Oven can provide on-site uniformity testing for your industrial oven, which will provide a proper balance of airflow and heat distribution. Our on-site profile will assure your oven is balanced and adjusted to meet today's demanding standards and specifications. Services are performed by our factory-trained (non-union) technicians. All instrumentation used on service visits is supplied, calibrated, and maintained by Wisconsin Oven to assure valid test results.



Preventive Maintenance (PM Services)

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 programs anticipate wear and tear and involve a scheduled program of systematic inspection. Continuous corrective actions are taken to ensure peak efficiency and performance, and, to minimize premature deterioration.

A PM Program typically includes inspection of wear components, cleaning and adjusting burners to improve efficiency (as applicable), replacement or recommendation of what parts should be replaced to specifically prevent faults from occurring, as well as recertification of the temperature uniformity tolerance when requested.





Refurbishing, Rebuilding, & Modification

No matter the size, no matter the brand, Wisconsin Oven has the resources and expertise to evaluate your existing equipment and offer recommendations on the level of services required to meet your objectives. Some typical services under this category may include: oven extensions; conversions from gas to electric (or vice versa); ductwork replacement; burner upgrades; control upgrades; replacement doors, heater houses, or other major components; and burner tube replacements; to name a few.



Relocating

Wisconsin Oven is capable of handling entire relocation projects, which can include just an oven, or it can include any related auxiliary equipment (such as overhead trolley conveyors, belt conveyor, or other material handling components). In addition to moving the equipment, we can also provide reassembly, start-up, debugging, and commissioning the equipment into operation (which may include temperature uniformity testing).



Spare & Replacement Parts

Wisconsin Oven carries a large inventory of spare & replacement parts. Due to our extensive inventory, most parts can be shipped the same day, which helps you avoid costly downtime. If you're not quite sure what you need, please give us a call and our experienced customer service team will help identify which part you will need. They are also available to review your equipment and then recommend what spare parts you should consider keeping on hand to keep your equipment operating 24/7.



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Consulting Services

- Maximize your oven's potential
- Improve your equipment's efficiency
- Extend the life of your investment
- Avoid costly downtime
- Improve or maintain product quality