

**SALES ORDER TERMS AND CONDITIONS
AUGUST 10, 2012**

1.0 COMPLETE AGREEMENT; NON-WAIVER

THE COMPLETE AGREEMENT BETWEEN GT EXHAUST, INC (THE COMPANY) AND BUYER (PURCHASER) IS CONTAINED HEREIN, THE COMPANY TAKES EXCEPTION TO AND DOES NOT ACCEPT ANY TERMS OR CONDITIONS REQUESTED BY PURCHASER OR ANY OTHER THIRD PARTY AND NO ADDITIONAL OR DIFFERENT TERM OR CONDITION STATED BY PURCHASER SHALL BE BINDING UNLESS AGREED TO BY THE COMPANY IN WRITING, EXECUTED BY A DULY ELECTED AND ACTING OFFICER OF THE COMPANY. No course of prior dealings and no usage of the trade shall be relevant to supplement or explain any terms used in this Agreement. This Agreement may be modified only by a writing signed by both an acting officer of the Company and the Purchaser. The failure of the Company to insist upon strict performance of any of the terms and conditions stated herein shall not be considered a waiver of any such term or condition or any of the Company's rights.

2.0 SCOPE OF SUPPLY

The Equipment is per the Company's standard design and construction. The added application of any Purchaser provided specifications may require modification to the Company's design and may result in increased cost and/or schedule.

The Company is providing equipment only. Purchaser shall be responsible for ascertaining that the Equipment is installed and operated in accordance with all code requirements, manufacturer's requirements, and all other applicable laws, rules, regulations, and ordinances.

3.0 PRICING TERMS

- a) The prices agreed upon herein are exclusive of any present or future Federal, State, Municipal or other excise, sales, use, custom or port of or other like taxes or fees with respect to the Equipment. If the Company is required by applicable law or regulation to pay or collect any such tax or taxes on account of this transaction or the Equipment, then such amount of tax shall be paid by the Purchaser in addition to the prices provided herein.
- b) All Prices, Purchase Orders, Invoices, and Payments will be in U.S. Dollars only.
- c) Prepaid freight will be added to the purchase price and the Invoice.
- d) If Purchaser requests changes in the Equipment or delays progress of the manufacture or shipment of the Equipment, prices shall be adjusted to reflect increases in selling price caused thereby.
- e) Prices are subject to revision because of increases in material and labor cost during the period of manufacture.

- f) The Company shall not be called upon to make any allowance to Purchaser for material, labor, repairs or alterations made for its account unless authorized in writing by a duly elected and acting officer of the Company.

4.0 SHIPPING TERMS

Delivery from the Company is defined as the date/time the Equipment leaves the Company's Shipping Dock. GT Exhaust provides two options for Shipping Terms. By default, the Company shall choose **Option 1** unless directed by the Purchaser or otherwise specified.

- a) **Option 1: Shipment is FOB (Free On Board) Factory, Freight Prepaid & Add.**
- The Company pays the freight charges and adds the freight charges to the Invoice to the Purchaser
 - The Purchaser bears the freight charges
 - The Purchaser assumes the title and control of the Equipment at the moment the carrier signs the Bill of Lading
 - The Company reserves the right to select the freight carrier
 - The Company is responsible for filing and settling claims for loss or damage of Equipment.
- b) **Option 2: Shipment is FOB (Free On Board) Origin Freight Collect.**
- The Purchaser assumes title and control of the Equipment at the moment the Carrier signs the Bill of Lading
 - The Purchaser is responsible for filing and settling claims for loss or damage of Equipment
 - The Purchaser pays and bears the freight charges

5.0 PAYMENT TERMS

Payment terms, subject to credit approval and 'Good Credit Status', are net thirty (30) days from date of Invoice.

Credit Approval is dependent on the Purchaser submitting a Credit Application, a completed W-9, and the following information to the Company's Finance Department:

- Purchaser Name, Main Address, Shipping Address, Billing Address, Phone #, Fax #, Purchaser Company Description, Three (3) References, Federal ID #, Sales/Use Tax Licenses, Officer Information, Accounting Contact Information, Bank Information

The Company reserves the right to require initial Purchase Orders to be C.O.D. or Pre-Paid to establish 'Good Credit Status'.

Payments received for Equipment outside of the above terms are considered Overdue. The Company reserves the right to subject Overdue Accounts to a minimum finance charge of 2% per month. Overdue accounts may lose 'Good Credit Status'.

Checks must be payable to 'GT Exhaust, Inc.' and drawn in U.S. Dollars. EFT/ACH, Wires, and Credit Cards are accepted. To wire your payment, please contact GT Exhaust, Inc. at 402-323-7273, 402-323-7278, or e-mail care@gtexhaust.com for our bank details.

6.0 CANCELLATION

This Agreement is not subject to cancellation except by mutual agreement and provided in writing by the Purchaser. Cancellation charges will be determined by the Company as follows and are subject to Payment Terms provided in Section 5.0:

- a) No Cancellation Charges will be assessed against the Purchaser if no expenses were incurred, services rendered, or materials purchased by the Company to build the Purchase Order Equipment.
- b) Cancellation Charges will be assessed to the Purchaser if expenses have been incurred or materials have been purchased to build the Purchase Order Equipment.
- c) Cancellation Charges will be 100% of Purchase Order if Equipment is complete at the time the Cancellation is received.
- d) The Company Reserves the Right to charge an additional cancellation fee if the cancellation of a Purchase Order has required additional special Engineering Design and Analysis time.

7.0 DRAWINGS AND SUBMITTALS

All drawings and documents furnished to Purchaser by the Company is the work product of the Company who shall be deemed the author, and shall retain all common law, statutory law and other rights of ownership, including copyrights. Purchaser may make and retain copies for informational purposes only.

8.0 PRODUCTION TIME

The Company will endeavor to make shipment of orders as scheduled. However, all shipment dates are approximate only, and the Company reserves the right to adjust shipment schedules at its sole discretion. **UNDER NO CIRCUMSTANCES WILL THE COMPANY BE RESPONSIBLE OR INCUR ANY LIABILITY FOR COSTS OR DAMAGES OF ANY NATURE (WHETHER GENERAL, CONSEQUENTIAL, AS A PENALTY OR LIQUIDATED DAMAGES, OR OTHERWISE) ARISING OUT OF OR OWING TO ANY DELAYS IN DELIVERY.**

When the Equipment is ready for shipment and shipment is delayed or postponed through any causes, or at Purchaser's request, the Purchaser shall (a) pay the Company's invoice for the Equipment as per payment terms, (b) arrange for storage of the Equipment covered by this Agreement other than at the Company's facility, unless by separate written agreement Company shall agree to store the Equipment and the charges for such storage.

9.0 LIMITED WARRANTY; WARRANTY ADJUSTMENT; EXCLUSIONS; LIMITATION OF LIABILITY

(a) Limited Warranty of Repair or Replacement

The Company warrants to the Purchaser that it will repair or replace at its option, any Equipment, or parts of Equipment, which, in the Company's judgment is defective in material or workmanship for a period of one (1) year after the date of shipment from the Company's facility; Exceptions as follows: Powder Coated Silencers and Powder Coated Emissions Housings will carry a three (3) year warranty. Harmony™ products will carry a three (3) year warranty. Stainless Steel Silencers and Stainless Steel Emissions Housings will carry a three (3) year warranty. ATEX products will carry a five (5) year warranty. This limited warranty to repair or replace is conditioned upon the Equipment being properly installed and maintained and operated under normal conditions. The Company shall be the sole judge in determining the nature of any defect in any of its Equipment and its sole obligation shall be to repair or replace the Equipment or any parts of the Equipment at its sole discretion and option.

Equipment, accessories and other parts and components not manufactured by the Company are warranted only to the extent of and by the original manufacturer's warranty to the Company, and in no event shall such other manufacturer's warranty create any more extensive warranty obligations of the Company to the Purchaser than the Company's warranty covering Equipment manufactured by the Company.

(b) Exclusions from Warranty

(i) THE FOREGOING LIMITED WARRANTY OF REPAIR OR REPLACEMENT IS THE SOLE WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER, WHETHER ORAL, EXPRESSED, IMPLIED OR ARISING BY OPERATION OF LAW, TRADE USAGE OR COURSE OF DEALING, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES RELATING TO MATERIALS OR COMPONENTS MANUFACTURED BY ANY PARTY OTHER THAN THE COMPANY.

(ii) The Company's warranty is solely as stated in (a) above and does not apply or extend, for example, to expendable items, ordinary wear and tear, altered Equipment, altered parts of Equipment, Equipment or parts of Equipment repaired by persons not expressly approved by the Company, materials not of the Company's manufacture, defects caused by the Company's reliance on specifications or directions provided by Purchaser, defects caused by Purchaser's failure to comply with the Company's directions or specifications, accident, the elements, abuse, misuse, lack of proper maintenance, or by erosive or corrosive substances.

(c) Warranty Adjustment

The Company shall repair or shall replace at the Company's facility, any parts of the Equipment found to be defective in design, workmanship, or material within one (1) year from the date of shipment from the Company's facility, provided the Equipment is operated by the Purchaser in accordance with generally approved practice and in accordance with the conditions of service, if any, herein specified, and provided the Purchaser notifies the Company in writing within thirty (30) days of discovery of any alleged defect.

Exceptions or addendums to the one (1) year period are noted above. Any warranty adjustments made by the Company shall not extend the initial warranty period set forth above. The warranty period for replacements to the Equipment made by the Company shall terminate upon the termination of the initial warranty period set forth above. Expenses incurred by Purchaser for labor to replace or repair or expenses to return the Equipment or any part or parts to Company will not be reimbursed by the Company.

(e) Limitation of Liability

The warranty adjustment provision set forth in this paragraph shall be Purchaser's exclusive remedy and the extent of the Company's liability for breach of contract, breach of implied (if any) and express warranties, representations, instructions or defects from any cause in connection with the sale or use of the Equipment. **THE COMPANY SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, DELAY OR CONSEQUENTIAL DAMAGES, OR FOR LOSS, DAMAGE OR EXPENSE, DIRECTLY OR INDIRECTLY ARISING FROM THE USE OF THE EQUIPMENT, SPARE OR REPLACEMENT PARTS, OR FROM ANY OTHER CAUSE WHETHER BASED ON WARRANTY (EXPRESSED OR IMPLIED) OR TORT OR CONTRACT AND THE COMPANY'S TOTAL LIABILITY SHALL NOT EXCEED THE PURCHASE PRICE**, regardless of any advices or recommendations that may have been rendered concerning the purchase, installation or use of the Equipment.

10.0 SECURITY INTEREST

To secure payment of the purchase price, Purchaser agrees that the Company shall retain a security interest in the Equipment until Purchaser shall have paid in cash the full purchase price when due, interest at the highest lawful contract rate until so paid and the costs of collection, including reasonable attorneys' fees. The Equipment shall at all times be considered and remain personal property and Purchaser shall perform all acts necessary to assure and perfect retention of the Company's security interest against the rights or interests of third persons. In the event Purchaser defaults in payment of any part of the purchase price when due, or fails to comply with any provisions of this contract, the Company shall have the remedies available under the Uniform Commercial Code.

11.0 LOSS, DAMAGE OR DELAY

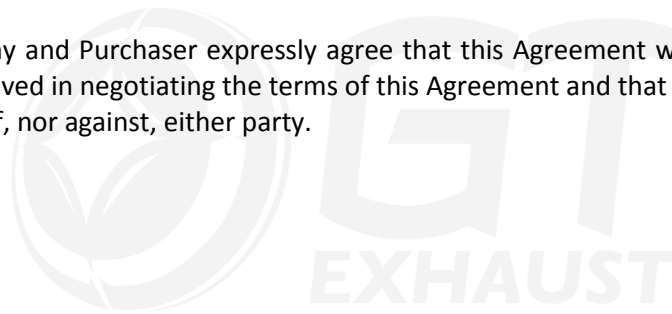
The Company shall not be liable for loss, damage or delay resulting from any causes, including, but not limited to, causes beyond its reasonable control or caused by strikes or labor difficulties, lockouts, acts or omissions of any governmental authority or the Purchaser, insurrection or riot, war, fires, floods, Acts of God, breakdown of essential machinery, accidents, priorities or embargoes, car and material shortages, delays in transportation or inability to obtain labor, materials or parts from usual sources. In the event of any delay from such sources, performance will be postponed by such length of time as may be reasonably necessary to compensate for the delay. In the event performance by the Company of this Agreement cannot be accomplished by the Company due to any action of governmental agencies, or any laws, rules or regulations of any governmental agency, the Company (at its option) may cancel this Agreement without liability. **IN NO EVENT SHALL THE COMPANY EVER BE LIABLE FOR ANY LOSS OR DAMAGE OF ANY KIND, INCLUDING SPECIAL, INDIRECT, INCIDENTAL, DELAY, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY NATURE.**

12.0 GOVERNING LAW

This Agreement is made and entered into in the State of Nebraska, County of Lancaster, and shall be construed and interpreted in accordance with the laws of the State of Nebraska (including the provisions of the Nebraska Uniform Commercial Code), without regard to its conflict of laws provisions. With regard to any disputes which arise hereunder, Purchaser hereby submits to the exclusive jurisdiction and venue of the District Court of Lancaster County, Nebraska or the United States District Court for the District of Nebraska. Purchaser also agrees not to bring any action or proceeding arising out of this Agreement in any other court or jurisdiction. Purchaser waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of the Company.

13.0 JOINT DRAFTING

The Company and Purchaser expressly agree that this Agreement was jointly drafted, and that they were both involved in negotiating the terms of this Agreement and that this Agreement shall not be construed in favor of, nor against, either party.



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