

Conditions of Sale

IBC North America, Inc.

4545 Clawson Tank Drive

Clarkston, Michigan 48346

Tel: 248-625-8700 - Fax: 248-625-3066

GENERAL: It is understood that no oral promises, agreements, or other understandings exist except as herein specified. IBC North America, Inc. is hereinafter referred to as "IBCNA" and the buyer, owner or purchaser is hereinafter referred to as "Purchaser". IBCNA shall have no obligation to maintain this proposal after thirty (30) days. It shall become a binding contract on both parties only if the same or a purchase order covering the same is signed by Purchaser and accepted and acknowledged by an executive of IBCNA.

DELIVERY: Shipping promise shown is based on present conditions of supply and scheduling. If, however, it is imperative that shipments be made earlier than indicated, please advise and IBCNA will make an immediate investigation with a view to improving delivery to meet your requirements. Shipping dates expressed or implied are based on prompt receipt of order. IBCNA shall not be responsible for delays in shipment or completion due to conditions beyond its control, including, but not limited to, accidents, strike, actions of mobs, default of delivery promises by suppliers, operation of the law and acts of God.

SPECIFICATIONS: Items quoted are intended to conform to specifications and or descriptions available, but conformity is not guaranteed by IBCNA and should be verified by Purchaser.

F.O.B. PLANT: Shall be interpreted to include loading on cars or trucks at IBCNA's plant, but not include blocking and anchoring. Sale of all storage tanks is F.O.B. origin, which is 4545 Clawson Tank Drive, Clarkston, Michigan 48346. Purchaser assumes responsibility for all packing, crating and removal of the equipment. If Seller assists Purchaser in this regard, it is agreed that such assistance is gratuitous and Seller shall have no obligation or liability arising out of the assistance. Title transfers and risk of loss pass to Purchaser upon Seller's shipment F.O.B. Seller's place of business as set forth herein.

TERMS: Unless agreed otherwise in writing, payment is due thirty (30) days from date of invoice and is listed accordingly on all invoices. If payment is effected later than the date of maturity, an interest rate of 1.5% per month is charged. If payment has not been made within three (3) months, the account will be turned over to our attorney for collection. Buyer will then be charged for any costs incurred for reasonable attorney's fees and all related costs associated with any amounts due.

TITLE: Title to and ownership of said property shall remain vested in IBCNA until the entire purchase price herein provided for shall have been paid in full in cash, in case of failure or refusal to make payments when due, then and in any such event, the whole of the unpaid portion of the purchase price shall, at IBCNA's option, become immediately due and payable.

TAXES: Contract price is subject to increase by amount of any Sales, Use, or Excise Tax or other similar tax, however designated, levied or charged, either by Federal, State, City or other governmental agency, unless such tax is specifically included in quotation.

PRICE ADJUSTMENT: Price or prices quoted herein are based on present material, shop and freight costs. In the event of a change, before completion, in aforementioned factors, IBCNA reserves the right to adjust the selling price to directly reflect such changes.

WORKMANSHIP AND INSPECTION: Unless otherwise specified herein, all material shall be furnished subject to the common manufacturing tolerances and variations of IBCNA's standard inspection at place of manufacture.

LIMITED WARRANTY: Seller warrants the goods sold by it to the purchaser to be free from defects in material or workmanship under its intended use, and normal use and conditions for a period of one (1) year or one (1) trip from date of shipment of Seller. Seller's entire liability to the purchaser, and to the purchaser's (or any other party's) sole and exclusive remedy, under this warranty shall be limited at Seller's option to either (a) return of and refund of the price paid for, or (b) repair or replacement at Seller's factory of the goods purchased, or any part or parts thereof, which Seller has determined to be defective after inspection thereof at Seller's factory. Seller does not warrant that any of the goods purchased meet any special quality assurance specifications and/or other requirements. This limited warranty does not cover damage due to acts of God, accident, misuse, abuse or negligence by parties other than Seller commercial uses not disclosed by the purchaser and expressly acknowledged or otherwise anticipated by Seller, or any modification or alteration of goods. In addition, this limited warranty does not cover damage due to improper fitting, assembly, installation or maintenance performed by anyone other than Seller. The within warranties are solely for the benefit of the original purchaser of the goods. In the event that the purchaser transfers any goods covered by this warranty to another person, Seller's liability to such transferee shall not exceed the extent of Seller's liability to the original purchaser, provided that Seller shall prior to any such transfer give its prior written consent to such transfer and acknowledge that the warranty shall continue in effect despite the transfer.

DISCLAIMERS OF WARRANTY / LIMITATIONS OF LIABILITY: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, AND EXCEPT AS EXPRESSLY PROVIDED BY THIS LIMITED WARRANTY, SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE GOODS PURCHASED AND ANY TECHNICAL SERVICES WHICH MAY BE PROVIDED BY SELLER IN CONNECTION THEREWITH. TO THE MAXIMUM INTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGE FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF THE GOODS PURCHASED, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S TOTAL LIABILITY TO THE PURCHASER (OR ANY OTHER PARTY) HEREUNDER, IF ANY, SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE GOODS ACTUALLY PAID TO SELLER HEREUNDER.

ACCEPTANCE: Receipt by Seller from Purchaser of a purchase order shall function as Purchaser's acceptance of the terms as set forth in the Conditions of Sale. Purchaser's acceptance of the Conditions of Sale is hereby limited to the terms in the Conditions of Sale. Seller hereby objects to any and all additional terms not included in the Conditions of Sale. (See UCC 2-207(2)(a) and UCC 2-207(2)(c)).