

Sales Order – Terms & Conditions

All affiliated companies and divisions of SG Holdings I LLC, including but not limited to Serva Group LLC and Serva Group (Canada) ULC

CONTRACT: All contracts for the sale of goods made with SG Holdings I LLC subsidiaries and affiliates are subject to the following terms and conditions.

GENERAL: The Terms and Conditions set forth herein shall govern any and all transactions involving the sale of goods between any affiliate or subsidiary of SG Holdings I LLC (hereafter SERVA or the Company) and the Purchaser as specifically set forth in the Transaction Document, which can be in the form of the Purchaser's Purchase Order, an executed and binding sales quote, formal contract or other executed documentation that defines the terms of the transaction. All payments are to be made to the address as indicated on the applicable SERVA Invoice or Sales Contract and shall not be considered paid until received by SERVA. The following Terms and Conditions, together with those contained in the body of the applicable SERVA Invoice or Sales Contract shall constitute the entire agreement for the purchase and sale of SERVA products. Any acceptance by SERVA contained herein is made expressly conditional upon Purchaser's assent to such Terms and Conditions. Such assent, by Purchaser, shall occur upon receipt of an executed Transaction Document or be deemed to have occurred upon receipt by SERVA of the required deposit or the failure of Purchaser to object, in writing, specifically to any term(s), within 14 days from the receipt hereof. Further, any terms and conditions contained in the Purchaser's Purchase Order or Request for Quotation which are different from, or in addition to, these Terms and Conditions, and/or those terms contained in the body of an applicable SERVA Invoice or Sales Contract which conflict with these Terms and Conditions, shall not be binding upon SERVA; and SERVA hereby specifically objects to such terms and conditions. No agreement or understanding, oral, written or otherwise, in any way purporting to modify these Terms and Conditions, shall be binding unless hereafter made in writing and signed by a SERVA authorized representative.

TERMS OF PAYMENT: Unless otherwise stated in writing and approved by both parties, all payments for SERVA Goods shall be made in a timely manner according to the following payment schedule: **30% deposit at signing per unit, 30% Mid-Term payment and 40% Final Payment upon delivery of each unit.** Repairs, refurbishments, and parts are payable upon receipt of SERVA invoice, unless other terms are agreed upon in an executed Transaction Document. In the event of a failure to make any payment, Purchaser will be subject to Late Charges as described herein below. In addition, SERVA shall have the right to cease any manufacturing with respect to the applicable order and delay shipment accordingly. If Purchaser fails to make any required payment(s) within 30 days of the payment due date, Purchaser will be deemed in breach and SERVA may exercise any remedies it may have at law or in equity. SERVA may also treat the Contract as wrongfully canceled and enforce any of the remedies listed below.

LATE CHARGES: If any payment(s) or other amount payable to SERVA hereunder is not received in full within ten (10) days following the scheduled due date, Purchaser agrees to pay SERVA a late charge equal to 1% of the past due amount, and an additional 1% of the

past due amount for each subsequent ten (10) day period that the payment(s) remains delinquent.

REVISIONS IN PRICING: All prices are quoted ex-works of the respective SERVA facility and all charges thereafter shall be borne by the Purchaser. SERVA reserves the right to adjust pricing on this order due to changes in the materials marketplace prior to production or product delivery. All changes in specifications shall be handled as separate change orders to the original Transaction Document. Each change order should include all amended Terms and Conditions applicable to the change and shall be executed by both parties.

DELIVERY OR COMPLETION: All liability and responsibility of SERVA ceases upon the earlier to occur of the time when the customer executes the Customer Delivery Acceptance document or when goods are received by the carrier or customer. SERVA shall not be responsible for any loss or damage to goods in transit, or for delays of carriers in delivering goods. Additionally, SERVA shall not be liable for any damage for delays in delivery or completion due to acts of God, acts or omissions of the Purchaser, acts of civil or military authorities, governmental regulation or priorities, fires, floods, epidemics, war, riots, strikes, third party material or manufacturing delays, transportation delays, impossibility or impracticability of performance or any other cause or causes beyond the control of SERVA, whether similar to the foregoing or otherwise. In the event of a delay caused by the aforesaid, the delivery and/or completion date shall be extended for a period equal to any such delay, and this Contract shall not be void or voidable as a result thereof.

LIQUIDATED DAMAGES FOR CANCELLATION: In the event Purchaser cancels orders covered by this Contract, Purchaser expressly agrees to forfeit any and all deposits and progress payments paid to SERVA for the units cancelled. Purchaser further agrees to pay SERVA a cancellation fee equal to 25% of the total contract price on the cancelled units. Under no circumstances is the withholding of Purchaser's deposit or the cancellation fee intended to act as a penalty, nor shall such withholding of the Purchaser's deposit or the cancellation fee be construed as such. Rather, it is expressly agreed by the parties that in the event of a cancellation SERVA will suffer damages in the form of lost profits and utilization. It is further agreed that such damage would be difficult, if not impossible, to ascertain; and the withholding of the deposit and cancellation fee constitutes the parties' reasonable estimation of such damages.

WARRANTY AND RESPONSIBILITY: SERVA warrants the Equipment to be free from defects in material and workmanship for a period of TWELVE (12) months from the Date of Delivery.

1. SERVA reserves the right to inspect the Equipment to determine the validity of the warranty claim and if determined to be valid, SERVA will, at its option:
 - a. Replace the defective Equipment or parts thereof; or
 - b. Authorize the Equipment or part to be returned to its authorized repair facility for repair; or
 - c. Authorize the Equipment or part to be repaired at your plant. SERVA will not be responsible for any transportation costs.
2. Repair or replacement will be without charge, but removal and installation of other parts, including additional parts furnished, will be made at Purchaser's expense. No charges will be accepted for returns, repairs or alternations done by the Purchaser unless previously authorized in writing by SERVA.

3. Purchaser acknowledges that the Equipment is of a size, design and type requested by the Purchaser and agrees that, except as stated herein, there are no other warranties, express or implied, including those of merchantability or fitness for particular use, which SERVA hereby disclaims.
4. Purchaser to pay all charges for travel time, kilometer charges and travel expenses for warranty work performed away from the SERVA facility.

NOT COVERED UNDER THIS WARRANTY

1. Equipment or parts manufactured by others however, SERVA will assign the benefits of any manufacturers' warranty if assignable. SERVA may, but shall not be required to, assist with such pass-through warranty service at the sole discretion of SERVA. In the event of such assistance, SERVA may require a security deposit, pre-payment or prior return of any products or components covered under such a pass-through warranty. SERVA reserves the right to reject any returned products or components which it, in its sole discretion, determines not to be covered under a pass-through warranty, beyond the warranty period, or with damage resulting from misuse or other actions not covered under the manufacturer's warranty. Such products or components will be returned to the Purchaser at the Purchaser's expense.
2. Equipment or parts that are or have been in contact with corrosive chemicals or corrosive materials.
3. Equipment, fluids or parts customarily subject to wear.
4. Failure resulting from improper use or inadequate maintenance.
5. Personal injuries or death to any person (including the Purchaser and any of its employees, agents and contractors) or claims for loss or damage to property or business either direct, indirect or consequential, caused or contributed to by the Equipment or any failure thereof, regardless of whether caused by SERVA or any other person or by any default or negligence of SERVA, its employees, agents and contractors.

IT IS EXPRESSLY AGREED BY PURCHASER, IN PURCHASING THE GOODS AND SERVICES SOLD HEREUNDER THAT THE WARRANTY PROVIDED HEREUNDER SHALL BE LIMITED AS SPECIFICALLY AND EXPRESSLY SET FORTH HEREIN. FURTHER; NO AGENT, EMPLOYEE, OR REPRESENTATIVE OF SERVAGROUP HAS ANY AUTHORITY WHATSOEVER TO BIND SERVAGROUP TO ANY AFFIRMATION, REPRESENTATION OR WARRANTY CONCERNING PRODUCTS OR EQUIPMENT SOLD HEREUNDER, BEYOND THAT WHICH IS EXPRESSLY PROVIDED FOR. UNLESS AN AFFIRMATION, REPRESENTATION, OR WARRANTY MADE BY ANY AGENT, EMPLOYEE OR REPRESENTATIVE IS SPECIFICALLY INCLUDED WITHIN A WRITTEN AGREEMENT AND SIGNED BY AN OFFICER OF SERVAGROUP, IT SHALL NOT BE CONSIDERED MADE BY SERVAGROUP, NOR ENFORCEABLE BY PURCHASER.

DISCLAIMER OF LIABILITY: EXCEPT AS EXPRESSLY SET FORTH ABOVE, SERVA PROVIDES THE PRODUCTS AND EQUIPMENT SOLD HEREUNDER 'AS-IS' AND WITH ANY AND ALL FAULTS AND DEFECTS. SERVA HEREBY DISCLAIMS, AND PURCHASER HEREBY WAIVES, ANY AND ALL OTHER WARRANTIES, AGREEMENTS, GUARANTEES, CONDITIONS, DUTIES, OBLIGATIONS OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE

(INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE) WITH RESPECT TO THE EQUIPMENT OR PRODUCTS PURCHASED HEREUNDER. SERVA SHALL HAVE NO DUTY TO DEFEND, INDEMNIFY OR HOLD HARMLESS PURCHASER FROM AND AGAINST ANY CLAIM, DEMAND OR CAUSE OF ACTION, INCLUDING ANY DAMAGES, COSTS OR EXPENSES INCURRED BY PURCHASER, ITS AFFILIATES OR THEIR RESPECTIVE CUSTOMERS IN CONNECTION WITH, ARISING FROM OR RELATING TO THE ACTUAL OR ALLEGED PRODUCT LIABILITY OR VIOLATION OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY BELONGING TO A THIRD PARTY. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY WAIVES ANY CLAIMS, DEMANDS, CAUSES OF ACTION OR RECOVERIES FOR PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING UNDER THIS AGREEMENT, OR OTHERWISE, WITH RESPECT TO THE SALE OF SERVA PRODUCTS INCLUDING, WITHOUT LIMITATION: LOST REVENUES OR PROFITS, LOST GOODWILL, WORK STOPPAGE OR IMPAIRMENT OF OTHER GOODS, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INJURY TO PERSONS OR PROPERTY, BUSINESS INTERRUPTION OR DAMAGE TO BUSINESS REPUTATION, REGARDLESS OF THE THEORY UPON WHICH ANY CLAIM MAY BE BASED. EVEN IF THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE, **IN NO EVENT SHALL SERVA'S ENTIRE LIABILITY (IN TORT, CONTRACT, WARRANTY, INFRINGEMENT OR OTHERWISE), TO PURCHASER EXCEED THE PURCHASE PRICE ACTUALLY PAID BY PURCHASER FOR THE PRODUCT(S) THAT GIVE RISE TO THE DISPUTE, OR ANY DEFECTIVE PORTION THEREOF, WHICHEVER IS THE LESSER AMOUNT. THIS PROVISION SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT.**

SEVERABILITY: If any provision contained herein shall for any reason be held to be invalid, illegal, void or unenforceable in any respect, such provision shall be deemed modified so as to constitute a provision conforming as nearly as possible to the invalid, illegal, void or unenforceable provision while still remaining valid and enforceable and the remaining terms or provisions contained herein shall not be affected thereby.

COMPLIANCE WITH LAWS: Each party intends to operate in strict compliance with all requirements of all Applicable Law (as hereinafter defined), maintains the highest ethical standards of business conduct, and will not authorize, involve itself in, or tolerate any business practice that is not in strict compliance with Applicable Law. The term "Applicable Law" includes any and all U.S. federal or state laws and regulations which may apply to the subject matter of this Agreement, including, without limitation, all economic sanctions and embargoes, the U.S. Export Control Act, the U.S. Export Administration Act, the U.S. Foreign Corrupt Practices Act, the U.S. Export Administration Regulations, the U.S. International Traffic in Arms Regulations, and any and all other laws, rules and regulations of the U.S. or any state thereof including, without limitation, those promulgated and/or administered by the U.S. Department of Commerce and the U.S. Treasury Department which may have application to this Agreement. No party will knowingly ask the other party to import, export, transship or re-export, directly or indirectly, any technical data (or direct products thereof) to any person, organization, or entity in a country to which such disclosure, transshipment, exportation or re-exportation is prohibited by Applicable Law, and each party hereby agrees to use reasonable diligence to be familiar with and comply with Applicable Law.

CHOICE OF LAW: All issues and questions concerning the construction, validity, enforcement and interpretation of these Terms and Conditions shall be governed by, and construed in accordance with, the laws of {as selected below}:

Initial applicable law:

- a) the Province of Alberta, without giving effect to any choice of law or conflict of law rules or provisions (whether of the Province of Alberta or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the Province of Alberta, Serva Group (Canada) ULC
- b) the State of Oklahoma, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Oklahoma or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Oklahoma, {SG Holdings I LLC, including Serva Group LLC but excluding Serva Group (Canada) ULC
- c) the State of Texas, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Texas, SG Holdings I LLC, including Serva Group LLC but excluding Serva Group (Canada) ULC
- d) the State of Pennsylvania, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Pennsylvania or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Pennsylvania, SG Holdings I LLC, including Serva Group LLC but excluding Serva Group (Canada) ULC

Purchaser: _____

Name: _____

Title: _____

Date: _____

Description of Unit(s)

Type: _____

Model # _____

of Units: _____

PO #: _____

Quote #: _____