

AGREEMENT ON THE TERMS AND CONDITIONS OF SALE AND EXCHANGE OUTSIDE THE U.S.A.

AMES Material Services, Inc. ("AMS") offers to furnish, exchange and/or sell to the undersigned buyer ("Buyer") certain parts and equipment ("Parts") requested from AMS now and from time to time by Buyer, subject to the following terms and conditions and no others (this "Agreement"). Any modification of this Agreement must be made in writing and must be signed by both parties.

1. Warranty; Limitation of Liability. PARTS SOLD AND EXCHANGED BY AMS TO BUYER ARE SOLD AND EXCHANGED WITHOUT ANY GUARANTEE OR WARRANTY WHATSOEVER BY AMS EXCEPT THAT AMS WARRANTS THAT IT HAS GOOD TITLE. ALL PARTS ARE SOLD AND EXCHANGED "AS IS", BY AMS AND AMS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NOR DOES AMS REPRESENT THAT THE PARTS ARE SUITABLE FOR USE IN ANY CAPACITY. THE LIMIT OF AMS' LIABILITY FOR ANY CLAIMED DEFECT IN ANY PARTS, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHER FORM OF ACTION THAT ARISES SHALL BE THE PURCHASE PRICE PAID BY BUYER TO AMS FOR THE PART(S) AND IN NO EVENT SHALL AMS BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES. WITHOUT LIMITING THE FOREGOING, AMS AGREES TO USE ALL REASONABLE EFFORTS TO CONFER UPON CUSTOMER ALL PASS THROUGH WARRANTIES, IF ANY, FROM THE MANUFACTURER, SUPPLIER, OR MAINTENANCE FACILITY OF SUCH PARTS.

2. Indemnity. To the fullest extent permitted by law, Buyer will indemnify, defend and hold harmless AMS, its parents, subsidiaries, affiliates, and each of their directors, officers, employees and agents from and against any and all claims, damages, losses, liabilities, judgments, costs, fines and expenses of any kind, including but not limited to interest, court costs and reasonable attorney's fees that arise out of or result from the use or handling of the Parts, including but not limited to injury to or death of any person and damage to or destruction of any property, real or personal ("Loss"). This Section will apply regardless of whether any Loss arises out of or relates to the negligence of, or was caused in part by AMS, except to the extent a Loss results from the gross negligence or willful misconduct of AMS, its directors, officers, employees or agents. In no event will AMS be liable for any special, indirect or consequential damages, including lost revenues or profits or loss of use of equipment, aircraft or facilities arising out of or in connection with sale, use or handling of the Parts and Buyer's obligation to indemnify AMS will extend to such liabilities regardless of the party asserting such liabilities. This Section will not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described in this Section. Buyer's obligations under this Section will not be limited in any way by the amount or type of damages, compensation or benefits paid or payable by Buyer under Workers' Compensation Acts, disability benefits acts or other employee benefits laws or regulations. The indemnification obligations of this Section will survive termination or expiration of this Agreement. AMS will promptly notify Buyer of any claim made or suit brought within the scope of this Section and Buyer has the right to assume and conduct the defense or to effect any settlement at its expense.

3. Intellectual Infringement. AMS expressly disclaims and Buyer agrees that since AMS is not the manufacturer, AMS shall have no liability whatsoever with respect to any claims of copyright and patent infringement, as well as for any alleged unfair competition claim that results from similarity in design, trademark, or appearance of the Parts furnished hereunder.

4. Delivery. AMS is not obligated to make delivery by any specified date, but will always use reasonable efforts to make delivery within the time requested. All deliveries shall be made F.O.B. AMS' facility in Wilmington, Ohio and the costs of packing and shipping the Part(s) are not included in the quoted price and shall be the responsibility of Buyer.

5. Prices; Taxes; Payment Terms. Prices for Parts do not include transportation charges, additional delivery charges and fees for Part(s) ordered, delivered or purchased outside of normal business hours, which are Monday through Friday 8:30 am to 5:30 pm exclusive of holidays, insurance charges, duties, sales, use, value added, property, gross receipts, franchise, excise or any other taxes imposed by any taxing jurisdiction as a result of the sale of Parts to Buyer. If freight insurance was requested, then the cost will be added to the freight charges. Payment must be made in advance by unconditional wire transfer of immediately available funds to AMES Material Services, Inc. using the following account information:

Sun Trust Bank	ABA #: 061-000-104
Atlanta, Georgia	Account #: 8800633151
Telephone: (866) 448-6392, Ext. 100-6312	SWIFT #: SNTRUS3A

All payments shall be made directly to AMS in U.S. dollars, and Buyer shall comply with applicable monetary and exchange control regulations to the extent required to make all payments in accordance with these requirements. The Part(s) ordered will not be shipped until AMS receives payment in full from Buyer.

6. Claims Procedures and Limits; Returns. If any Parts should arrive at Buyer's destination in a damaged condition or should a shortage occur, then Buyer shall report the damage or shortage to the delivering carrier and to AMS within ten (10) days after receipt of Parts. Any loss or shortage occasioned by damage in transit, or otherwise occurring, will be for account of Buyer. Any claims for other errors, deficiencies or imperfections must be made to AMS within thirty (30) days after receipt by Buyer of

AGREEMENT ON THE TERMS AND CONDITIONS OF SALE AND EXCHANGE OUTSIDE THE U.S.A. (Continued)

the Parts. A restocking charge of twenty-five percent (25%) or twenty-five dollars (\$25.00), whichever is greater, will apply to each returned Part.

7. Title. Title to all Parts shall remain with AMS until such time as AMS receives payment in full. AMS shall have a first priority security interest in the Parts for any portion of the purchase price and/or repair price not paid and shall retain this interest until Buyer has paid the full purchase price and/or repair price. Additional security or lien interest(s), if any, in the Parts are subordinate to AMS' first priority security interest until Buyer has paid in full.

8. Force Majeure. AMS shall not be liable for any delay in delivery due to: (a) fires, floods, strikes, or other labor disputes, accidents to machinery, acts of sabotage, riots, precedence or priorities granted at the request or for the benefit, directly or indirectly, of the federal or any state government or any subdivision or agency thereof, delays in transportation or lack of transportation facilities, restrictions imposed by federal or state legislation rules or regulations; or (b) any cause beyond the control of AMS.

9. Entire Agreement. This Agreement constitutes the entire agreement between Buyer and AMS for the Parts. Any other agreements, understandings, conditions or representations, whether oral or written, are not binding upon AMS unless in writing and signed by a duly authorized corporate officer of AMS. To the extent this Agreement is inconsistent with any general sales agreement between Buyer and AMS, which by its terms is applicable to this transaction, the terms of the general sales agreement will govern. All terms of this Agreement that are not in conflict with the general sales agreement will remain in full force and effect.

10. Severability. Should it be determined by any court of competent jurisdiction that any provision of this Agreement is invalid, void, or unenforceable for any reason, such provision will be severed and the remaining provisions shall continue in full force and effect without being impaired or invalidated, all to the end that the manifest intention of the parties shall be effectuated.

11. Buyer's Representation. Buyer represents and warrants that: (a) it has not offered to any of AMS' employees or members of such employee's family, any gift, gratuity, or compensation in any form; (b) it has disclosed to AMS the names of all employees of AMS (or their family members) that are employed by, or have any ownership interest in, Buyer; (c) there is no understanding or agreement, express or implied, for the acquisition of any ownership interest in Buyer by such employees (or their family members) that has not been previously disclosed to AMS; and (d) it will not employ any of AMS' employees or persons (or their family members) who have been employed by AMS in any preceding twelve (12) month period unless approved in advance by AMS. Buyer will be liable for any and all damages resulting from Buyer's breach of this provision. This provision will survive the termination of this Agreement, regardless of cause, for a period of one (1) year after the delivery of all Parts hereunder.

12. Governing Law and Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio (without regard to Ohio conflicts of law principles). Buyer and AMS each irrevocably submits to the jurisdiction of, and agrees that any action, suit or proceeding arising out of or relating to this transaction, its validity or performance, must be brought and litigated in the Common Pleas Court sitting in Clinton County, Ohio, and waives any defense to any such suit being brought in such court based on such suit being brought in an inconvenient forum. The United Nations Convention on Contracts for the International Sale of Goods (UNCISG) will not apply to this Agreement.

13. Waiver of Immunity. Buyer acknowledges and agrees that all of its rights and obligations under this Agreement relate solely to commercial activities, and to the extent that Buyer (or any of its property or revenues) has or may in the future acquire from any source whatsoever any immunity set-off jurisdiction, suit, attachment prior to judgment or in aid of execution, or execution on the grounds of sovereignty, including any immunity under the Foreign Sovereign Immunities Act, or other grounds whatsoever, Buyer, by signing this Agreement, irrevocably waives any such right of immunity in respect of its obligations under this Agreement. The waiver described in this section is intended to be effective to the fullest extent now or in the future permitted by applicable law in any jurisdiction.

14. Counterparts. This Agreement may be signed in one or more counterparts, each of which will be a duplicate of the original, but all counterparts taken together are duplicates of one and the same Agreement.

15. Nondiscrimination. AMS is an equal opportunity employer and complies with Executive Order 11246, as amended, and all regulations and orders thereunder, all of which are incorporated by reference.

The undersigned is authorized to sign on behalf of Buyer and agrees to be bound by all the terms and conditions contained in this Agreement.

Company: _____

By (Signature): _____

Print Name: _____

Title: _____

Date: _____