



TERMS AND CONDITIONS

Buyer's assent to these terms and conditions of sale shall be conclusively presumed from Buyer's execution of a Sales Contract, submission of an Order, receipt of any material ordered or services rendered, or from CITADEL's commencement of work on the goods. Acceptance of Buyer's Order shall be conditioned upon and subject to these terms and conditions. No other term that purports to vary these Terms and Conditions, shall be binding upon CITADEL unless set forth in writing signed by CITADEL. Additional terms listed on the reverse side hereof, if inconsistent herewith, shall control and be deemed a part hereof. All negotiations, proposals and representations, if any, made prior and with reference hereto are incorporated herein. This writing shall constitute a complete and exclusive statement of the terms of the agreement between Buyer and CITADEL.

1. Prices and shipping terms are EX WORKS (INCOTERMS 2000) Tulsa, Oklahoma Payment is due upon the rendering of this invoice and is to be made in the U.S. funds or their equivalent. Buyer agrees to pay a sum equal to 18 % per annum until paid and all cost of collection, including attorneys fees, on any sums not paid when due.
2. Dates of delivery are determined from the date of CITADEL's acceptance of any order by Buyer and are estimates of approximate dates of delivery, not a guaranty of a particular day of delivery. CITADEL shall not be liable for failure or delay in shipping goods if such failure or delay is due to an act of God, war, labor difficulties, accident, inability to obtain containers or raw materials, or any other causes of any kind whatever beyond the control of CITADEL.
3. Prices do not include and Buyer agrees to pay any tax, duty, tariff or other assessment imposed by federal, state or other governmental authority on the sale of the merchandise and service shall be paid by Buyer in addition to the purchase price.
4. Buyer hereby indemnifies, agrees to hold harmless and defend CITADEL, its officers, directors, employees, agents, divisions, subsidiaries and affiliates from and against any and all liabilities, claims, losses, damages, costs and expenses (including without limitation, special and consequential damages, damages for patent infringement or similar cause of action) resulting from Buyer's use, furnishing of any specification, plan, design or modification of the goods; omission, neglect, or Buyer's misapplication of proprietary or other information furnished regarding the goods sold by CITADEL, whether or not the goods or information originated with CITADEL; and further, from any and all damage to property or personal injury or death arising out of or attributable to the goods, including but not limited to any part not manufactured by CITADEL. Buyer accepts all responsibility for the installation and use of adequate safety guards and devices, and agrees to hold CITADEL harmless in the event of personal injury resulting from inadequate safety guards or devices.
5. CITADEL warrants to the Distributor and its customer only, the goods sold conform to the specifications set forth on the invoice and shall be tested to indicate that the same are free from defects in material and workmanship at time of manufacture under normal recommended use for a period of one (1) year from date of delivery. Except for the warranty that the goods are made in a workmanlike manner and in accordance with the specifications therefore supplied or agreed to by Buyer and are made or packaged pursuant to the customary manufacturing procedures of CITADEL. TO THE EXTENT NOT IMPERMISSIBLE UNDER APPLICABLE LAW THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED; INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING BY LAW, CUSTOM OR CONDUCT. THE FOREGOING RIGHTS AND REMEDIES ARE EXCLUSIVE AND IN LIEU OF OTHER CLAIMS, RIGHTS OR REMEDIES WHATSOEVER, WHETHER STATUTORY

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OR BASED ON CONTRACT, TORT OR OTHERWISE. CITADEL's obligation under this warranty is limited to repair or replacement of any part judged defective by CITADEL at a point designated by CITADEL. CITADEL will not be liable for any consequential damages, loss or expense arising in connection with the use or the inability to use its good for any purpose whatever. CITADEL's maximum liability shall not in any case exceed the contract price for the goods claimed to be defective or unsuitable. This warranty does not apply to any goods manufactured by manufacturers other than CITADEL, which are separately warranted by such other manufacturers (appropriate adjustments therefore being provided by their respective manufacturers); and any of the goods which have been altered, subjected to misuse, negligence or accident.

6. The products covered hereby shall be deemed finally inspected and accepted within ten (10) days after delivery thereof, unless notice of non-conformity is given in writing to the CITADEL within said period. Acceptance as aforesaid shall be deemed full performance of CITADEL's obligation hereunder.
7. CITADEL shall not be responsible for products that have been modified in any way after leaving CITADEL's facility, and CITADEL does not assume responsibility for any rework applied to parts without its consent. No goods shall be returned without CITADEL's permission. Defective material will be replaced or credited, whichever the CITADEL elect.
8. This Agreement shall be governed by the laws of the State of Oklahoma, United States of America, without regard to its provisions for conflict of laws. The parties specifically exclude application of the United Nations Convention on Contracts for the Sale of Goods. The parties agree that each will in good faith attempt to resolve any controversy or claim arising out or related to this agreement promptly through negotiations between authorized representatives of CITADEL and Buyer within ninety (90) days of such claim or written notice of dispute. Should such negotiations not resolve such claim or dispute within such period, such claim or dispute shall be finally settled under the Rules of the American Arbitration Association by one or more arbitrators appointed in accordance with the Rules thereof, and whose decision will be binding upon both parties. The arbitration proceedings, if any, shall be conducted solely in the English language, including any documentation supplied by the parties in connection therewith. Application may be made to any court for confirmation of any award rendered in any arbitration proceeding having jurisdiction over the parties for a judicial acceptance of such award and for an order of enforcement or other legal remedy as the case may be. The arbitration proceedings shall be conducted in the City of Tulsa, Oklahoma, United States of America. Consent is hereby given to the jurisdiction of any court regarding any matter arising out of such arbitration or the enforcement of any such award. The arbitral award shall be final and binding upon both parties. Application may be made to any court for confirmation or enforcement of any such award having jurisdiction over the party against whom such enforcement is sought. Each party represents that any such arbitral award shall be enforceable against it under the laws of its domicile.