

Process Technology, Inc
4084 South 300 West
Salt Lake City, UT 84107
801-264-1114



COMPANY CONTACT INFORMATION

Company Name _____

Primary Phone Number _____

Primary Fax Number _____

Accounts Payable

Billing Address _____

Address 2 _____

City, State, Zip _____

AP Contact Name _____

Phone Number _____

Email Address For Payment Inquiries _____

Preferred Method to Receive Invoices: Mail: Email: to: _____

Preferred Method to Receive Statements: Mail: Email: to: _____

Tax Exempt: Yes: please attach tax exempt certificate(s) No:

Purchasing

Shipping Address _____

Address 2 _____

City, State, Zip _____

Buyer Name _____

Phone Number _____

Email Address _____

Should Orders Ship: Partial: Complete:

UPS Account Number for shipments billed collect: _____

Please return form to Jessica Oakley in Accounts Receivables

Email: jessicao@process-tech.com

Fax: 801-264-1181

AUTHORIZATION TO OBTAIN CREDIT REPORT / CREDIT HISTORY

The undersigned principal(s), partner(s), guarantor(s), or other authorized signatory hereby consents to Process Technology, Inc's use of a NACM consumer credit report on the undersigned's business in order to further evaluate the credit worthiness of the business in connection with the extension of open account business credit as contemplated by this credit application. The undersigned hereby authorizes NACM to utilize a consumer credit report on a one-time basis in connection with the extension or continuation of the business credit represented by the accompanying application. The undersigned as an individual (or individuals) hereby knowingly consents to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. @1681 et seq.

Signature: _____ Date: ____/____/____

Position: _____

Signature: _____ Date: ____/____/____

Position: _____

Failure to complete this authorization will not necessarily prevent the issuance of open account credit, but will certainly delay such issuance as individual credit references must be polled and reviewed.

NOTICE

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age provided the applicant has the capacity to enter into a binding contract; or because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal Trade Commission administers compliance with this law.

SALES TERMS AND CONDITIONS AGREEMENT

This Agreement entered is made and entered into by Process Technology, Inc., a Utah corporation ("PTI") and _____, a _____ corporation ("Buyer").

Recitals

PTI sells process instrumentation and automation control products manufactured by various manufacturers. Buyer desires to place one or more orders with PTI for items equipment offered by PTI. Buyer's order(s) for products from PTI will be submitted to PTI by purchase order ("Purchase Order").

This Agreement sets forth the terms and conditions of any and all products sold by PTI pursuant to Buyer's Purchase Orders.

Agreement

1. **Product Sales.** Subject to the terms and conditions of this Agreement, PTI agrees to sell and deliver to Buyer, and Buyer agrees to purchase and pay for, the products and equipment (the "Products") described in Buyer's Purchase Order(s).

2. **This Agreement Represents the Parties' Final Terms.** THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT GOVERN THE SALE OF THE ALL PRODUCTS BY PTI AND APPLY NOTWITHSTANDING ANY CONFLICTING, CONTRARY OR ADDITIONAL TERMS AND CONDITIONS IN ANY PURCHASE ORDER OR OTHER DOCUMENT OR COMMUNICATION FROM BUYER. THESE TERMS AND CONIDITIONS MAY BE WAIVED OR MODIFIED ONLY IN A WRITTEN AGREEMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF PTI. NEITHER PTI'S ACKNOWLEDGEMENT OF A PURCHASE ORDER NOT PTI'S FAILURE TO OBJECT TO CONFLICTING, CONTRARY OR ADDITIONAL TERMS AND CONDITIONS IN A PURCHASE ORDER SHALL BE DEEMED AN ACCEPTANCE OF SUCH TERMS AND CONDITIONS OR A WAIVER OF THE PROVISIONS HEREOF.

TO THE EXTENT THAT THIS AGREEMENT MIGHT BE TREATED AS AN ACCEPTANCE OF BUYER'S PRIOR OFFER FOR THE PURCHASE OF PRODUCTS, SUCH ACCEPTANCE IS EXPRESSLY MADE ON CONDITION OF ASSENT BY BUYER TO THE TERMS HEREOF.

3. **Orders.** Orders shall be initiated by Buyer issuing a Purchase Order or otherwise placing an order by electronic means acceptable to PTI. Orders shall identify the Products, unit quantities, part numbers, descriptions, applicable prices and requested delivery dates. All orders are subject to acceptance by PTI. PTI's acceptance is expressly conditioned on Buyer's assent to the terms and conditions of this Agreement.

4. **Acceptance of Orders.** PTI shall be deemed to have accepted a Purchase Order from Buyer by notifying Buyer in writing of its acceptance of the Purchase Order, or by shipping the Products ordered by Buyer in such Purchase Order.

5. **Prices.** Prices shall be as specified by PTI and shall be applicable for the period specified in PTI's quote. If no period is specified, prices shall be applicable for thirty (30) days. Notwithstanding the foregoing, prices shall be subject to increase in the event of an increase in PTI's costs or other circumstances beyond PTI's reasonable control. Prices are exclusive of taxes, impositions and other charges, including: sales, use, excise, value added and similar taxes or charges imposed by any government authority, and shipping charges. If PTI shall be liable for or shall pay any of the foregoing charges, Buyer shall reimburse PTI for such charges.
6. **Terms of Payment.** Payment shall be net thirty (30) days from date of invoice or as otherwise specified by PTI. Buyer agrees to pay the entire net amount of each invoice from PTI pursuant to the terms of each such invoice without offset or deduction.
 - a. **Credit Approval.** Buyer agrees to submit such financial information from time to time as may be reasonably requested by PTI for the establishment and/or continuation of credit terms. Orders are subject to credit approval by PTI, which may in its sole discretion at any time change the terms of Buyer's credit, require payment in cash, bank wire transfer or by official bank check and/or require payment of any or all amounts due or to become due for Buyer's order before shipment of any or all of the Products.
 - b. **Suspension of Delivery.** If PTI believes in good faith that Buyer's ability to make payments may be impaired or if Buyer shall fail to pay any invoice when due, PTI may suspend delivery of any order or any remaining balance thereof until such payment is made or cancel any order or any remaining balance thereof, and Buyer shall remain liable to pay for any Products already shipped and any specially ordered non-standard Products ordered by Buyer.
 - c. **Payments by Check.** Checks are accepted subject to collection and the date of collection shall be deemed the date of payment. Any check received from Buyer may be applied by PTI against any obligation owing from Buyer to PTI, discharging Buyer's regardless of any statement appearing on or referring to such check, without liability for any additional amounts owing from Buyer to PTI, and the acceptance by PTI of such check shall not constitute a waiver of PTI's right to pursue the collection of any remaining balance.
 - d. **Interest on Delinquent Amounts.** Buyer shall pay interest on any invoice not paid when due from the due date to the date of payment at the rate of one and one-half (1½ %) percent per month or such lower rate as may be the maximum allowable by law. If Buyer fails to make payment when due, PTI may pursue any legal or equitable remedies, in which event PTI shall be entitled to reimbursement for costs of collection and reasonable attorney's fees.
7. **Delivery and Title.** All shipments by PTI are F.O.B. place of shipment (PTI's facility) and all transportation charges shall be paid by Buyer in addition to the price of the Products. Subject to PTI's right of stoppage in transit, delivery of the Products to the carrier shall constitute delivery to Buyer and title and risk of loss shall thereupon pass to Buyer. Selection of the carrier and delivery route shall be made by PTI unless specified by Buyer. PTI shall use reasonable efforts to initiate shipment and schedule delivery as close as possible to Buyer's requested delivery dates. Buyer acknowledges that delivery dates provided by PTI are estimates only and that PTI is not

liable for failure to deliver on such dates. PTI reserves the right to ship orders before or after the schedule shipping date without prior notification to Buyer. PTI reserves the right to make deliveries in installments. Delivery of a quantity which varies from the quantity specified shall not relieve the Buyer of the obligation to accept delivery and pay for the Products delivered. Delay in delivery of one installment shall not entitle Buyer to cancel other installments.

8. **Non-waiver of Default.** Each shipment made under any order shall be treated as a separate transaction, but in the event of any default by Buyer, PTI may decline to make further shipments, without in any way affecting its rights under such order. If, despite any default by Buyer, PTI elects to continue to make shipments, its action shall not constitute a waiver of any default by Buyer or in any way affect PTI's Legal remedies for any such default.
9. **Acceptance of Products and Product Returns.** Inspection and acceptance of the Products shall be Buyer's responsibility. Buyer is deemed to have accepted the Products unless written notice of rejection is received by PTI within ten (10) days after delivery of the Products. Buyer waives any right to revoke acceptance thereafter. Buyer shall report any discrepancy in shipment quantity or damage within ten (10) days after delivery. Returned Products must be in original manufacturer's shipping cartons complete with all packing materials. All Products for return shall be returned freight prepaid in the manner specified by PTI. If returned Products are claimed to be defective, a complete description of the nature of the defect must be included with the returned Products.
10. **Cancellation.** Orders may be cancelled upon written notice by Buyer at any time prior to the acknowledged shipping date.
11. **Force Majeure.** PTI shall not be liable for failure to fulfill its obligations herein or for delays in delivery due to causes beyond its reasonable control, including, but not limited to, acts of God, natural disasters, acts or omissions of other parties, acts or omissions of civil or military authority, Government priorities, changes in law, material shortages, fire, strikes, floods, epidemics, quarantine restrictions, riots, war, acts of terrorism, delays in transportation or inability to obtain labor or materials through its regular sources. PTI's time for performance of any such obligation shall be extended for the time period of such delay or PTI may, at its option, cancel any order or remaining part thereof without liability by giving notice of such cancellation to Buyer.
12. **PTI's Limited Warranty.** PTI warrants to Buyer that upon delivery to Buyer, the Products purchased hereunder shall conform to the applicable manufacturer's specifications for such Products. PTI makes no other warranty, express or implied, with respect to the Products. IN PARTICULAR, PTI MAKES NO WARRANTY RESPECTING THE MERCHANTABILITY OF THE PRODUCTS OR THEIR SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OR RESPECTING INFRINGEMENT. With respect to Products which do not meet applicable manufacturer's specifications and with respect to value-added work by PTI which does not meet applicable Buyer's specifications, PTI's liability is limited, at PTI's election, to (1) refund of Buyer's purchase price for such Products (without interest), (2) repair of such Products, or (3) replacement of such Products; provided, however, that such Products must be returned to PTI, along with acceptable evidence of purchase, within (30) days from date of delivery, transportation charges prepaid. PTI shall transfer to Buyer whatever transferable warranties and indemnities PTI receives from the manufacturer of the Products, including any transferable

warranties and indemnities respecting patent infringement.

THIS SALE IS MADE ON THE EXPRESS UNDERSTANDING THAT THERE IS NO IMPLIED WARRANTY THAT THE GOODS SHALL BE MERCHANTABLE OR AN IMPLIED WARRANTY THAT THE GOODS SHALL BE FIT FOR ANY PARTICULAR PURPOSE. THE BUYER ACKNOWLEDGES THAT HE IS NOT RELYING ON PTI'S SKILL OR JUDGMENT TO SELECT OR FURNISH GOODS SUITABLE FOR ANY PARTICULAR PURPOSE AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

13. **Limitation of Liabilities.** BUYER SHALL NOT IN ANY EVENT BE ENTITLED TO, AND PTI SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE INCLUDING, WITHOUT LIMITATION, BUSINESS INTERRUPTION COSTS, REMOVAL AND/OR REINSTALLATION COSTS, REPROCUREMENT COSTS, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, PROMOTIONAL OR MANUFACTURING EXPENSES, OVERHEAD, INJURY TO REPUTATION OR LOSS OF CUSTOMERS, EVEN IF PTI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BUYER'S RECOVERY FROM PTI FOR ANY CLAIM SHALL NOT EXCEED BUYER'S PURCHASE PRICE FOR THE PRODUCT GIVING RISE TO SUCH CLAIM IRRESPECTIVE OF THE NATURE OF THE CLAIM, WHETHER IN CONTRACT, TORT, WARRANTY, OR OTHERWISE. PTI SHALL NOT BE LIABLE FOR AND BUYER SHALL INDEMNIFY, DEFEND AND HOLD PTI HARMLESS FROM ANY CLAIMS BASED ON PTI'S COMPLIANCE WITH BUYER'S DESIGNS, SPECIFICATIONS OR INSTRUCTIONS, OR MODIFICATION OF ANY PRODUCTS BY PARTIES OTHER THAN PTI, OR USE IN COMBINATION WITH OTHER PRODUCTS.
14. **Use of Products in Life Support, Nuclear and Certain Other Applications.** Products sold by PTI are not designed, intended or authorized for use in life support, life sustaining, nuclear, or other applications in which the failure of such Products could reasonably be expected to result in personal injury, loss of life or catastrophic property damage. If Buyer uses or sells the Products for use in any such applications: (1) Buyer acknowledges that such use or sale is at Buyer's sole risk; (2) Buyer agrees that PTI and the manufacturer of the Products are not liable, in whole or in part, for any claim or damage arising from such use; and (3) Buyer agrees to indemnify, defend and hold PTI and the manufacturer of the Products harmless from and against any and all claims, damages, losses, costs, expenses and liabilities arising out of or in connection with such use or sale.
15. **Special Tooling.** In the event that PTI manufactures or purchases special tools, dies, or equipment in connection with Buyer's order, such tools, dies, and equipment, unless otherwise agreed to in writing by an authorized representative of PTI, shall remain the exclusive property of PTI, notwithstanding that a part of the cost thereof is included as part of the price specified herein.
16. **Compliance with Federal, State and Local Laws.** In the performance of this order, or the order resulting from this quotation, PTI has complied with and will comply with all applicable federal, state, and local laws and ordinances and all lawful orders, rules, and regulations thereunder, including but not by way of limitation, the applicable provisions of the Fair Labor Act as amended (29 U.S.C. Sec. 201-219), the Walsh-Hesley Public Contracts Act as amended (41 U.S.C. Sec. 35-45), and the Work Hours and Safety Act of 1962 as amended (40 U.S.C. Sec. 327-333). PTI agrees that this statement may be considered as the written assurance contemplated by the Fair Labor Standards Act of 1939 as amended that all items delivered, hereunder were produced

in compliance with applicable provisions of said Act.

17. **Federal Contracts.** For products acquired pursuant to Federal Acquisition Regulations, the following shall be construed to be incorporated herein: (1) Equal Opportunity (E.O. 11246); (2) Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 2012(a)); and (23) Affirmative Action for Handicapped Workers (29 U.S.C. 793). No other Federal Acquisition Regulations shall be construed to apply to PTI without PTI's written agreement thereto.
18. **Statements and Advice.** If statements or advice, technical or otherwise, are offered or given to Buyer, such statements or advice shall be deemed to be given as an accommodation to Buyer and without charge and PTI shall have no responsibility or liability for the content or use of such statements or advice.
19. **Buyers Remedies.** Buyer's sole remedy under this Agreement for any breach by PTI, shall be either a return of the money's paid on account (if Buyer returns the Products to PTI) or a replacement of the Products, and Buyer's option.
20. **PTI's Remedies.** If Buyer fails to pay the price as it becomes due, PTI may recover, together with any incidental damages, the price of Products accepted by Buyer or of conforming goods lost or damaged within a commercially reasonable time after risk of their loss has passed to Buyer. PTI shall also be entitled to exercise any other remedy available to it under Utah law.
21. **Severability.** If any provision of this Agreement shall be deemed to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
22. **Patents, Trademarks, or Copyrights.** Buyer shall indemnify, defend, and hold PTI harmless against any expenses, damages, costs (including reasonable attorney's fees), or losses resulting from any suit or proceeding brought for infringement of patents, trademarks, or copyrights, or for unfair competition (or other similar common law claim), arising from PTI's compliance with Buyer's designs, specifications, or instructions.
23. **Assignment; Waiver.** Buyer may not assign this Agreement or any of its rights or obligations under this Agreement, without the prior written consent of PTI. Any assignment or transfer without such written consent shall be null and void. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the parties without restriction. A waiver of any defaults hereunder or of any term or condition of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or conditions.
24. **Notices.** Except for Purchase Orders which may be sent by local mail, facsimile transmission, or electronically transmitted, all notices, and other communications hereunder shall be in writing, and shall be addressed to PTI, and shall be considered given when (a) delivered personally, (b) sent by confirmed telex or facsimile, (c) sent by commercial overnight courier with written verification receipt, or (d) three (3) days after having been sent, postage prepaid, by first class or certified mail.
25. **Attorney's Fees.** If a legal action or other proceeding is brought by either party for the enforcement of this Agreement, the party that prevails shall be entitled to recover reasonable

attorney's fees, costs and expenses incurred in addition to any other relief to which that party may be entitled.

26. **Exclusion of Prior Dealings.** This Agreement contains the entire understanding of the parties hereto with respect to its subject matter and supersedes any prior arrangements or understandings (written or otherwise) between them. No course of prior dealings between the parties shall be relevant to supplement or explain any of its terms.

27. **Governing Law.** This Agreement shall be construed in accordance with, and disputes shall be governed by, the laws of the State of Utah, excluding its conflict of law rules. The Third Judicial District Court of the County of Salt Lake or the United States District Court for the Central District Court of Utah shall have jurisdiction and the venue over all controversies arising out of, or relating to this Agreement.

28. **Modification.** This Agreement may not be varied, modified, altered, or amended except in writing.

IN WITNESS WHEREOF, THIS AGREEMENT IS EXECUTED BY EACH OF THE PARTIES ON THE DATE SET FORTH BELOW.

Dated: _____

PROCESS TECHNOLOGY, INC.

By: _____

Dated: _____

BUYER

