

TERMS AND CONDITIONS

1. **DEFINITIONS** Chemineer, Inc., a Unit of Robbins & Myers, Inc., will be referred to as “Seller” and the person or company purchasing as indicated on the front hereof will be referred to as “Buyer”.
2. **ACCEPTANCE** Unless otherwise stated on the front of the proposal, it is subject to acceptance within thirty (30) days of date on proposal. Acceptance will be acknowledged by a formal factory acknowledgment.
3. **TAXES** The prices stated herein do not include any sales, use, gross income, occupational or similar taxes unless so stated specifically. Such taxes will be added to invoice prices in those instances in which the Seller is required to collect them from the Buyer, provided, however, that if the Seller does not collect any such taxes and is later asked by and/or required to pay such to any taxing authority, Buyer will make such payment to Seller or, if requested by Seller, directly to such taxing authority. At Seller’s option, prices may be increased to reflect any increase in the costs of Seller resulting from state, federal or local legislation. At Seller’s option, the prices may be increased or decreased to reflect any change in the rate charge or classification of any carrier. Freight deductions, if any are indicated on the front hereof, will be paid upon surrender of the paid freight bill.
4. **TITLE** Regardless of the F.O.B. point designated, title to any products described on the front hereof and risk of loss or damage thereto shall pass to the Buyer at the plant or warehouse of the Seller, except in those instances in which delivery is made by the Seller’s vehicles. In the event of damage or loss, Seller will cooperate with Buyer in presenting any reasonable claim against the carrier involved.
5. **WARRANTY** If expressly stated elsewhere in the proposal, the seller warrants its products will perform the process function for which they were recommended by the seller, provided pertinent and accurate items of data were submitted by the buyer to the seller and further provided that the products are used under normal and proper use in accordance with instructions of the seller. If this warranty is breached, the products may be returned, freight collect, to our plant for full refund or, at the option of the seller, a product that will perform the process function will be provided at no additional charge, F.O.B. our plant. This process warranty as set forth above in this section 5 applies only when expressly stated elsewhere in seller’s proposal.

The seller also warrants its products to be constructed of new material and to be free from defects in material or workmanship under normal and proper use in accordance with instructions of the seller. Metals used therein are certified to be of the specified analysis, however, materials are not guaranteed against chemical attack. Any defective part shall be repaired or replaced, as elected by the seller, at no charge, F.O.B. our plant. The foregoing warranties are valid for a period of one year from the date of invoice by seller, except as expressly stated above, seller makes no warranty of merchantability and no warranty of fitness for any particular purpose nor does it make any warranty, express or implied, of any nature whatsoever with respect to its products or services or the use thereof. The foregoing is the full extent of the responsibility of the seller, and, by way of illustration and not limitation, in no event shall the seller be liable for delay caused by defects in products or services for any special, indirect, incidental, or for consequential damages, or for any charges or expenses of any nature incurred without its written consent even though seller has been negligent. In no event shall seller’s liability under any claim by buyer exceed the purchase price of the products in respect of which

damages are claimed. The benefits of these warranties shall not apply to any products which have been repaired or altered outside of the seller's plant in any respect which, in the judgment of the seller, affects their condition or operation.

6. **PATENTS AND TRADEMARKS** Buyer agrees to determine whether any words, designs or devices which Buyer instructs Seller to incorporate in or imprint or place on the products sold hereunder infringe any trademark, copyright or patent, notwithstanding the fact that Seller may have consulted as to, or may perform, the art or design work or other special services in connection with the order. Buyer will indemnify Seller against all expenses, losses, judgments and any other damage arising from any such claim of infringement and by way of illustration and not limitation Buyer will reimburse Seller for any legal expenses incurred in the defense of any claims relating to such.
7. **DRAWINGS** Any specifications, drawings, notes, instructions, engineering notices or technical data of Seller coming into the hands or control of the Buyer shall be deemed to be incorporated herein by reference the same as if fully set forth. The Seller shall at times retain title to all such documents and Buyer shall not disclose such to any party other than Seller or a party duly authorized by Seller. Upon Seller's request Buyer shall promptly return all such documents to Seller.
8. **DELIVERY** The time for shipment is approximate and is estimated from the date of receipt of order with complete manufacturing information and approval of drawings as may be necessary. The obligation of Seller to sell and deliver or perform services and the obligation of Buyer to furnish specifications for purchase and take the products or services stated on the front hereof shall be suspended by fire, floods, accidents, act of God, war or acts of war, strikes, lock-outs, slow-downs, picketing or other labor controversies, sabotage, riots, civil commotions, default or failure of carriers, shortage of labor, inability to obtain materials from regular sources, action or request of any governmental authority, or any other happening or contingency beyond the control, and without the fault, of the parties hereto whether or not of a kind hereinbefore specified, to the extent that such happening or contingency limits or prevents the manufacture, sale, or delivery of any products or the performance of any services by the Seller or the purchase or taking thereof by the Buyer, except, however, that notwithstanding the foregoing, the Buyer shall not be excused from accepting and paying for products which are completed or in the process of manufacture at the time. Upon the elimination or cessation of any such happening or contingency the obligation of Seller to sell and deliver or perform services and the obligation of Buyer to purchase and take the products or services shall be reinstated.

If by request of the Buyer with acquiescence by the Seller, shipment is delayed beyond the original delivery date for a reason other than as set forth above in this Section 8, the Buyer will pay a reasonable charge for storage and other expenses caused by the delay, and after the delay is ended, the agreement will be completed at the prices and on the terms and conditions agreed to in this document. The products contracted for under this Agreement cannot be cancelled except with the written consent of the Seller and then only with reimbursement for loss to the Seller as agreed upon by the Seller. Seller shall have the right without notice to Buyer to alter or modify the Seller's design and construction of the products ordered under this Agreement and substitute other material where the Seller deems it to be appropriate.

9. **CREDIT** If the Seller shall at any time doubt the Buyer's financial responsibility, Seller may decline to make shipments hereunder except upon receipt of cash payment in advance or security satisfactory to Seller in advance. If Buyer fails in any way to fulfill

the terms and conditions on the front or the back hereof Seller may defer further shipments until such default is corrected and may at the option of Seller treat such default as refusal by Buyer to accept further shipments hereunder.

10. **EXPORT** If the products are to be exported, this order is subject to Seller's ability to obtain export licenses and other necessary papers within a reasonable period. Buyer will, when required, furnish all Consular and Custom declarations and will accept all responsibility for penalties resulting from error or omissions thereon.
11. **ASSIGNMENT** The Buyer may not assign any of the Buyer's rights hereunder without the prior written consent of the Seller which consent shall not be unreasonably withheld.
12. **SEVERABILITY** In the event that any word, phrase, clause, sentence, or other provision hereof shall violate any applicable statute, ordinance, or rule of law in any jurisdiction in which it is used, such provision shall be ineffective to the extent of such violation without invalidating any other provision hereof.
13. **ENTIRE AGREEMENT** This document contains the entire agreement between Seller and Buyer and constitutes the final, complete and exclusive expression of the terms of the agreement, all prior or contemporaneous written or oral agreements or negotiations with respect to such terms as are included herein or are the subject matter hereof being merged herein. By way of illustration and not limitation, Buyer's order shall be deemed to incorporate, without exception, all the terms and conditions hereof notwithstanding any order form of Buyer containing additional or contrary terms or conditions, unless Buyer shall have expressly advised Seller to the contrary in a writing apart from the printed provisions of such order form, and no acknowledgement by Seller of, or reference by Seller to, or performance by Seller under an order of Buyer shall be deemed to be an acceptance by Seller of any such additional or contrary printed terms or conditions. In the event of a written instrument signed by one of Seller's officers.
14. **GOVERNING LAW** This document and the sale of any products hereunder shall be governed by and construed in accordance with the laws of the State of Ohio. Whenever there is a conflict of laws, the laws of the State of Ohio shall prevail.
15. **QUOTATIONS** Quotations furnished by Seller are not intended as and shall not be construed as constituting an offer to Buyer. Any quotation of Seller is subject to, and shall not become binding upon Seller until (i) actual receipt by Seller of Buyer's written order based on all the terms and conditions stated herein, without qualification, within 30 days after the date hereof, and (ii) Seller's written acceptance of such order at the office indicated on the front hereof.