METZGAR CONVEYORS TERMS AND CONDITIONS OF SALE

INTRODUCTION. These Terms and Conditions of Sale ("Terms") apply to the present or future sale of any products or services ("Products") by Metzgar Conveyors, LLC, and/or, Crealutions LLC (or any of their respective affiliates; collectively the "Seller") to the purchaser ("Buyer") specified in any accepted order from Buyer. An accepted order and these Terms, together with the terms and conditions of any other quotation, confirmation, acknowledgement and/or invoice prepared by Seller and delivered to Buyer prior to such order being accepted, are sometimes referred to in these Terms as this "Agreement." Seller will not be bound by, and specifically objects to and rejects, any term, condition or other provision that is different from or in addition to these Terms (other than any specific commercial terms of an accepted order related to price, quantity and/or delivery method or timing) which is offered by Buyer in any purchase order, receipt, acceptance, confirmation, acknowledgement, correspondence or otherwise, unless Seller specifically agrees to such provision in a written instrument signed by Seller. Seller's acceptance of any order by Buyer is conditioned on Buyer's assent to these Terms, which Buyer assent will be deemed to be established by Seller's acceptance of Buyer's order of Products.

PURCHASE AND SALE. Seller will sell to Buyer, and Buyer will accept and pay for, all Products ordered by Buyer pursuant to an order which has been accepted by Seller. All orders are subject to acceptance by Seller either in writing or by shipping Products to Buyer. Seller may accept an order in whole or in part and, if an order is accepted by shipping Products, Seller's shipment of less than all Products ordered will constitute acceptance only as to those Products shipped.

DELIVERY. Seller will use commercially reasonable efforts to meet the delivery dates specified in accepted orders that are consistent with Seller's standard order lead times as established by Seller from time to time, but will not be liable for any failure to meet such dates. Any delivery date expressed by Seller is an estimate only, shall not fall within the meaning of "time is of the essence," and any delivery of Products after the expressed delivery date does not entitle Buyer to reject Products. Title to and risk of loss of the Products passes to Buyer upon delivery of the Products to Buyer or Buyer's carrier; provided, however, that until Seller receives full payment for the Products, Seller shall have a security interest in the products which may be perfected by Seller by the filing of a financing statement with the applicable uniform commercial code division of Buyer's state of organization. Delivery to Buyer occurs, and Seller's liability as to delivery ceases, when, at the Seller's option, the Products are (1) loaded on a third-party carrier for delivery to Buyer, the carrier acting as Buyer's agent; or (2) picked up by Buyer at Seller's shipping point; or (3) deposited by Seller at Buyer's receiving point. Seller reserves the right to make delivery in installments; all such installments will be separately invoiced and paid for when due, without regard to subsequent deliveries.

PRICES AND TAXES. Buyer will pay Seller the prices specified in the applicable accepted order or if no price is specified in the order, the price set forth in Seller's price list in effect on the date the order is accepted by Seller. All prices are in United States dollars, and, unless otherwise agreed in writing, FOB point of shipment and do not include any sales, use or other taxes, duties or tariffs or delivery or shipping charges or fees. Buyer will pay for all shipping and delivery costs, taxes

and other amounts payable to governmental authorities in connection with the applicable transactions. Buyer is responsible for maintaining current state tax exemption certificates where applicable and shall forward copies to Seller upon request.

PAYMENT. Buyer will pay the amount set forth on Seller's invoice in United States dollars within Seller's regular payment terms or those specifically quoted to Buyer. Buyer shall have no right to set off against any amounts that become due to Seller under this Agreement. Payment terms are from date of invoice and are not contingent upon delivery. If Buyer fails to pay any amount when due, Seller may suspend or cancel deliveries of any ordered Products. Seller also reserves the right to require from Buyer at any time satisfactory assurance of performance of Buyer's payment obligations to Seller and to suspend or cancel deliveries of any ordered Products if Buyer fails to promptly furnish such assurances to Seller. Seller reserves the right to charge a time-price differential on any amount not paid when due at a rate of 1.5% per month. Further, Buyer will reimburse Seller for any costs or expenses, including, without limitation, reasonable attorney's fees incurred by Buyer to collect any amount not paid when due.

CANCELLATION. No order accepted by Seller may be cancelled or modified by Buyer except upon terms and conditions acceptable to Seller as evidenced by written consent signed by a duly authorized representative of Seller.

REJECTION AND REVOCATION. Unless Buyer notifies Seller in writing within fifteen (15) days of Buyer's receipt of Products that such Products are defective, Buyer's right to reject the Products on account of a defect shall expire and Buyer shall be deemed to have accepted the Products. Buyer's retention of any Product after such fifteen (15) day period without rejecting such Product shall constitute Buyer's irrevocable acceptance of the Product.

OVERRUNS OR UNDERRUNS. Seller reserves the right to only sell and deliver Products in standard production quantities where applicable. Purchase orders for quantities of Products that are greater than or are less than Seller's standard production quantities by 10% shall be deemed modified to Sellers' standard production quantities and Seller's delivery of such Products in Seller's standard production quantities shall constitute fulfillment of Buyer's purchase order.

STORAGE. If Products ordered by Buyer are ready to be shipped but are not shipped within 15 days following Buyer's original requested ship date or, if later, within 15 days following Seller's notification to Buyer that such Products are ready for shipment, for any reason beyond Seller's reasonable control, including, without limitation, Buyer's failure to provide Seller with shipping instructions or Buyer's failure to otherwise take possession of the Products, as applicable, Buyer shall be deemed to have accepted such Products and Seller shall thereafter be entitled to receive from Buyer handling and storage fees at prevailing commercial rates.

LIMITED WARRANTY. Seller warrants that, upon delivery and for a period of 12 months thereafter (the "Warranty Period"), each Product manufactured by it will be free from defects in workmanship and material and will comply with any specifications which have been provided by Seller to Buyer in a writing signed by Seller ("Limited Warranty"). EXCEPT FOR THESE EXPRESS WARRANTIES AND SELLER'S STATUTORY WARRANTY OF GOOD TITLE, SELLER MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED,

REGARDING THE PRODUCTS INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OR ARISING FROM ANY COURSE OF DEALING OR USAGE OF TRADE. Buyer assumes all risk and liability arising or relating in any way to the use of the Products, whether used alone or in combination with other products.

WARRANTY CLAIMS PROCEDURE. In the event Buyer suspects that a Product fails to conform to the above Limited Warranty, during the Warranty Period, Buyer shall contact Seller within the Warranty Period and, if authorized by Seller in writing, agrees to return the suspected nonconforming Product or Component to Seller, at Buyer's cost, for inspection. Products shall not be returned to Seller without Seller's written permission and return authorization number. If such return is not reasonably feasible, or if Seller does not authorize such return in writing, Buyer agrees to allow Seller open access to Buyer's facilities to inspect the suspected nonconforming Product.

CLAIMS: RIGHT TO REPAIR OR REPLACE. In the event that Seller determines after inspection that such Product is nonconforming under the Limited Warranty during such Product's Warranty Period, Seller may, at its option and in its sole discretion, refund the purchase price of the nonconforming Product, or repair or replace such nonconforming Product, provided that Buyer has stored, installed, maintained and operated such Products in accordance with good industry standards and has complied with specific operational recommendations of Seller. Accessories or equipment furnished by Seller, but manufactured by others, shall carry the warranty that manufacturers have conveyed to Seller and for which can be passed on to the Buyer. The effects of corrosion and normal wear and tear are specifically excluded.

Seller will not perform repair or replacement service on Products in a location where conditions are unclean, unsafe or potentially unhealthy, as determined solely by Seller. Seller reserves the right to use either a new or reconditioned replacement Product, or to substitute either new or reconditioned equivalents to such replacement Product.

Any such repair or replacement of a Product or Component shall not give rise to a new claim under the Limited Warranty and the only warranty which shall remain for such repaired or replaced Product or Component shall be the remaining portion of the Warranty Period on the original Product or Component. Buyer shall be responsible for all costs of Seller for any Product or Component inspections (including standard hourly Seller personnel rates or service charges, travel expense and all out-of-pocket costs) in the event that Seller determines that the alleged defect does not exist or is not covered under the Limited Warranty.

LIMITATION OF SELLER'S LIABILITY. Seller's liability and Buyer's sole remedy for any warranty claim is limited, at Seller's option, to either the forgoing repair or replacement of the affected Products, or to a refund of the purchase price of the affected Product (or if not paid, to a credit in the amount of the purchase price). Correction by Seller of nonconformities in the manner and for the Warranty Period shall constitute fulfillment of all liabilities of the Seller for such nonconformities, whether based on contract, negligence or otherwise with respect to the Products. No warranty claims by Buyer, or claim of any kind, either as to Products delivered or for non-delivery of Products, shall be greater in amount than the purchase price of the Products in respect of which such damages are claimed. Seller shall not be liable for any charges or expenses incident

to any claims unless such charges or expenses have been approved in writing by an authorized representative of Seller. Seller shall not be liable for any claim arising from or relating to any Product that has been treated, incorporated with other products or systems, or processed in any manner. Seller shall have no liability for any claims arising from or relating to Product defects in the event that the alleged defect was caused, in whole or in part, by Buyer's negligence or failure to properly install, store, maintain or care for the Product. THE REMEDY HEREBY PROVIDED SHALL BE THE EXCLUSIVE AND SOLE REMEDY OF BUYER. IN NO EVENT WILL SELLER BE LIABLE FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING (WITHOUT LIMITATION) LOST PROFITS, LOSS OF REVENUE, LOSS OF BUSINESS OR OTHER FINANCIAL LOSS, ARISING OUT OF OR IN CONNECTION WITH ANY PRODUCT OR THIS AGREEMENT, WHETHER BASED ON BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

GENERAL LIABILITY RELEASE OF CLAIMS. As a condition of sale of Products, Buyer does hereby release and forever discharges Seller, its managers, members, shareholders, officers, directors, agents, employees, successors and assigns, and their respective heirs, personal representatives, affiliates, successors and assigns, and any and all persons, firms or corporations liable or who might be claimed to be liable, whether or not herein named, from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature whatsoever, which now have or may hereafter have, arising out of or in any way relating to any and all injuries and damage of any and every kind, to both person and property, and also any and all injuries and damage that may develop in the future, as a result of or in any way relating to the following:

1. Intentional misuse of a Product;

2. Intentional modification of a Product from the original condition of sale;

3. Seller's compliance with the specifications of Buyer.

Without limitation, intentional misuse or intentional modification includes the following:

1. The use of any replacement part other than a Seller approved part;

2. The use of a Product for a use not intended by Seller;

3. The use of a Product other than for its stated capabilities.

TIME FOR BRINGING ACTION. Any action that Buyer brings against Seller for any claim that arises out of or relates to the Products or their design, manufacture, sale or delivery must be brought within one (1) year after the cause of action accrues, but in no event shall such claim be asserted after the expiration of any applicable statute of limitations.

EXCUSABLE DELAYS. Seller shall not be liable for any failure to perform or delay in performance that is directly or indirectly due to acts of God or of the public enemy, governmental

actions, fires, floods, or other accidents or casualties, quarantine restrictions, strikes, or other labor disputes, unusually severe weather, shortages or problems with the supply of materials or services, acts or omissions of carriers or other transportation difficulties, or other causes beyond Seller's reasonable control.

TECHNICAL ADVICE. Upon Buyer's request, Seller may furnish Buyer with technical advice or assistance as Seller has available in reference to the use of Products by Buyer. All such technical advice or assistance is given without representations or warranties of any kind, all of which are expressly disclaimed (unless otherwise specified in writing by Seller) and Seller assumes no obligation or liability for any advice or assistance given or results obtained; all such advice or assistance is given and accepted at Buyer's risk.

DESIGN. All structures and designs of and copy on the Products shall be approved by Buyer prior to manufacture. Any errors in design, copy and structure so approved shall be Buyer's responsibility. Changes in copy after approval shall be subject to additional charge.

DISCLOSURE AND USE OF TRADE SECRETS AND CONFIDENTIAL INFORMATION AND DATA. (1) Buyer agrees that all information and data submitted by Seller under or pursuant to this Agreement, including (without limitation) that contained in drawings or specifications, is proprietary to Seller and will not without Seller's prior written consent be used by Buyer for any purpose other than fulfilling this Agreement,. Buyer further agrees to protect and keep confidential all trade secrets and other confidential information and data disclosed or furnished by Seller, and to protect the same against disclosure to unauthorized persons. (2) The above obligations regarding use and disclosure do not apply to information and data which Buyer can demonstrate (a) is already in the public domain or later becomes part of the public domain through no fault of Buyer, or (b) is disclosed to Buyer on a nonconfidential basis by a third party having legitimate possession thereof and the independent right to make such disclosure. (3) Buyer agrees to return to Seller or destroy all information and data as requested by Seller. (4) Any information which is proprietary to Buyer and which is disclosed in the Products or documents furnished hereunder shall be deemed to have been disclosed as part of the consideration of this Agreement and the Seller shall have full rights to its use as it sees fit.

PROPERTY RIGHTS. Seller retains and is the exclusive owner of any and all property rights, including but not limited to all intellectual property rights in all jurisdictions, in and to all designs, engineering details and other data pertaining to any Products manufactured by Seller. Buyer shall not, and shall not permit others to, copy, duplicate, remanufacture or reverse engineer all or any part of the Products or remove from any Product any logo, trademark, trade name or other information identifying the Product as a Product manufactured or sold by Seller.

INDEMNITY. Buyer shall indemnify, defend and hold harmless Seller and its shareholders, employees, agents, officers, directors, affiliates, volunteers, independent contractors, insurers and all other persons or entities acting in any capacity on Seller's behalf, together with their respective successors and assigns, against all claims, costs, expenses, damages and liabilities, including but not limited to attorneys' fees, of whatever nature (including but not limited to personal injuries) and wheresoever and by whomsoever brought, arising out of or related to Buyer's breach of any

of Buyer's obligations under this Agreement. The parties agree that the language used herein shall be accorded the broadest possible interpretation in favor of indemnity.

ASSIGNMENT. Buyer's rights and obligations hereunder are not assignable or transferable by Buyer, in whole or in part, except with the prior written consent of Seller. This Agreement will inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

NONWAIVER. Any failure by Seller to insist upon or enforce performance by Buyer of any of the provisions of this Agreement or to exercise any right or remedy under this Agreement or applicable law will not be construed as a waiver or relinquishment to any extent of Seller's right to assert or rely upon any such provision, right or remedy in that or any other instance, but rather such provisions, rights and remedies will remain in full force and effect.

SEVERABILITY. The invalidity or unenforceability of any provision of this Agreement will not affect the other provisions hereof, and this Agreement will be construed as if such invalid or unenforceable provision were replaced with a valid and enforceable provision as similar as possible to the one replaced.

ENTIRE AGREEMENT AND AMENDMENTS This Agreement constitutes the entire agreement, and supersedes any and all prior agreements, between Seller and Buyer with respect to the Products. These Terms may be amended or terminated at any time by Seller by providing written notice thereof to Buyer. The paragraph headings in these Terms are for reference purposes only and shall not affect in any way the meaning or interpretation of this instrument.

GOVERNING LAW. This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of Missouri, without reference to its choice of law principles. The U.N. Convention on Contracts for the International Sale of Goods will not apply to the purchase and sale of Products or this Agreement. Buyer hereby agrees that any action, litigation, or proceeding in any way arising from or relating to the Products may be brought in any state or federal court situated in Carter County, Missouri and the Buyer hereby submits to the nonexclusive jurisdiction of such courts and agrees that any such action, litigation or proceeding may be brought in such courts.