

TERMS AND CONDITIONS OF SALE
(Adopted effective December 3, 2008)

All sales of Denver Concrete Vibrator (“Denver Vibrator”) products shall be subject to the following terms and conditions:

1. Sale of Products. Denver Vibrator offers to sell its products including equipment and parts for such equipment (collectively the “Products”), and its services on the terms and conditions stated herein. This offer and the acceptance of this offer are expressly limited to the terms and conditions stated herein. The terms and conditions contained herein shall control, and purchase orders or other offers to purchase Products or services from Denver Vibrator which contain language modifying, adding to or which are inconsistent with the terms and conditions contained herein are expressly rejected. Such offers are inoperative and not binding against Denver Vibrator. None of the terms and conditions contained herein may be amended or added to except by an agreement in writing signed by the President of Denver Vibrator, which writing specifically refers to this document by its title and effective date.

2. No Modifications to Products and Parts. By purchasing Products from Denver Vibrator, each customer (“Customer”) agrees that no modifications to the Products shall be made by Customer, without the express written permission of Denver Vibrator, which shall be signed by the President of Denver Vibrator. Customer further agrees that all replacement parts which are used in or affixed to the Products shall be purchased from Denver Vibrator under the terms and conditions of sale then in effect for Denver Vibrator, unless otherwise agreed to in a writing executed by the President of Denver Vibrator. Incorporation of the Products into other projects, equipment, products or work including those not purchased from Denver Vibrator shall not relieve or modify Customer’s obligations hereunder. Likewise, incorporation of other projects, equipment, products or work including those not purchased from Denver Vibrator into the Products shall not relieve or modify Customer’s obligations hereunder. Failure to follow this policy will void the limited lifetime warranty set forth herein.

3. Limited Lifetime Warranty. For the life of its Products, Denver Vibrator guarantees that its Products will be free of defects in material and workmanship, and will repair or replace defective parts at no charge. This warranty does not apply to component parts or accessories which are part of the Products, but are not manufactured by Denver Vibrator – Denver Vibrator will refer Customers to the manufacturers of such component parts or accessories for all claims with respect to such component parts or accessories. If any components or parts which are not purchased from Denver Vibrator are affixed to or incorporated into the Products by Customer, this warranty shall be void. Likewise, if the Products are affixed to or incorporated into any components or parts which are not purchased from Denver Vibrator by Customer, this warranty shall be void. Denver Vibrator’s obligation and liability under this warranty is expressly limited to repairing or replacing, at the sole option of Denver Vibrator, any parts which appear to Denver Vibrator to have been defective. Customer specifically waives and shall have no claim against Denver Vibrator for special or consequential damages, lost profits or any other damages resulting from any defect in the Products or any component parts or accessories which are part of the Products, but are not manufactured by Denver Vibrator.

Exclusions to this limited lifetime warranty include, but are not limited to the following:

- Normal wear and tear
- Non-traditional use, misuse, or abuse of the Products
- Lack of maintenance or overheating of the Products
- Damage resulting from work on the Products performed by anyone other than Denver Vibrator.
- Any damage resulting from the installation, affixing to or use of any replacement parts or components other than those supplied by Denver Vibrator.

There are no warranties which extend beyond the description on the face hereof. Denver Vibrator makes no other warranty, expressed or implied, and expressly disclaims any warranty as to the **MERCHANTIBILITY** or **FITNESS FOR ANY PARTICULAR PURPOSE** of any and all Products. Any waiver of this disclaimer and exclusion must be in writing and executed by the President of Denver Vibrator. Any waiver by Denver Vibrator of

any of the limitations set forth herein shall not be interpreted as a waiver of any other provision of this warranty, and shall not be construed as a permanent waiver of such provision. Equipment to be submitted for warranty consideration **must be approved** prior to shipment to Denver Vibrator and **must have** a Denver Vibrator assigned **RMA number** on the shipping label. Acceptance of a shipment of the Products by Denver Vibrator even with an RMA number is not to be considered acceptance of a warranty claim; warranty coverage shall be determined by Denver Vibrator. Contact Denver Vibrator via one of the following options to obtain an RMA number:

Toll free: 800-392-6703
Local: 303-778-8832
Fax : 303-778-8682
E-mail: sales@denverconcretevibrator.com

Once an RMA number has been obtained, all Products shall be shipped, prepaid, to the following address:

Denver Vibrator
1463 W. Alameda Ave.
Denver, CO 80223-2042 USA

4. Delivery Schedule. Denver Vibrator shall complete and deliver the Products to Customer according to the delivery schedule described in the applicable Purchase Order provided by Customer, except to the extent such Purchase Order may be contrary to the terms and conditions contained herein.

5. Payment and Returns. Customer shall pay for the Products pursuant to the terms and conditions contained in the invoice and price list which will be provided by Denver Vibrator upon delivery of the Products. All prices are F.O.B. point of manufacture. Denver Vibrator is not responsible for errors or omissions made by Customer in its purchase order. No returns are allowed after 30 days from the date of delivery, and no returns are allowed on custom orders. All returns which are allowed under this paragraph must comply with the shipping procedure set forth in paragraph 3 above. All returned orders are subject to a 20% restocking charge, which is due and payable immediately upon return of the Products to Denver Vibrator.

6. Governing Law. All transactions between Denver Vibrator and Customer shall be governed by the laws of the State of Colorado, excluding its conflicts of laws provisions. Customer specifically consents to jurisdiction and venue in the state and federal courts sitting in the City and County of Denver, Colorado.

7. Complete Terms and Conditions. These Terms and Conditions of Sale, Denver Vibrator catalog descriptions and price list, and the Customer's Purchase Order (to the extent the terms of the Customer's Purchase Order are not inconsistent with these Terms and Conditions of Sale, and Denver Vibrator's catalog descriptions and price list) constitute the entire agreement between the parties, and all prior negotiations, proposals, and writings pertaining to the Customer's Purchase Order are superseded hereby.

8. Cancellation for Default. In the event Customer shall file for bankruptcy protection, make a general assignment for the benefit of its creditors, or if a receiver shall be appointed on account of Seller's insolvency, Denver Vibrator may, by written notice to Seller, without prejudice to any other rights or remedies which Denver Vibrator may have, cancel further performance by Denver Vibrator under Customer's Purchase Order in whole or in part.

9. Liens. Denver Vibrator shall indemnify, hold harmless and defend Customer from and against all laborers', materialman's, mechanics', or other liens on the Products arising from any work performed by or through Denver Vibrator or its suppliers.

10. Limitation on Waiver. A waiver by Denver Vibrator of any of the terms and conditions of sale set forth herein shall not be interpreted as a waiver of any other of the terms and conditions of sale, and shall not entitle Customer to any future waivers of any terms and conditions of sale.