ULTRA TECH Machinery, Inc.

THE MOTCH & EICHELE COMPANY, LLC

MACHINE TOOLS

Hydromat Equipment Service Policy

Ultra Tech Machinery's and The Motch & Eichele Company's goal is to respond quickly to all requests for service to minimize customer downtime and enhance customer satisfaction.

All Hydromat warranty service requests must be directed through Hydromat, Inc. Technical Service Desk at 314-810-3856.

For all Hydromat non-warranty service requests, our technical support voice mail box is open 24 hours a day at 330-564-8832. Please leave a detailed description of the problem, telephone number and contact name in the message.

A Customer Service Representative will respond to all support calls within 1 hour of receiving the call from 7:00AM to 5:30PM EST M-F.

All calls received after hours will be responded to the start of the next business day.

If the call is an emergency needing immediate attention please call 440-487-9927 or 330-697-6216.

On site service will be scheduled as soon as possible based on availability of service personnel.

Please refer to our "**Standard Field Service Pricing**" for our service rates.

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Standard Field Service Pricing

Effective Date: March 1, 2009

A purchase order number is required prior to all service work (Warranty or Non-Warranty).

Hours and Expenses	Hourly Rate
M-F 7:00 AM to 3:30 PM	$125.00
M-F 3:30 PM to 7:00 AM	$187.50
Saturdays 7:00 AM to 3:30 PM	$187.50
Saturdays after 3:30 PM And all day Sundays	$250.00
Travel Time	$85.00
Hotel & Travel Expenses	Cost +10%
Off-Site Engineering Services	$85.00

- All hourly rates are based on local time (EST).
- Services less than 1 week will be billed upon completion.
- Services exceeding 1 week will be billed weekly.
- Ultra Tech Machinery & The Motch & Eichele Company requires a purchase order number upon request for service. The service engineer will provide a signed copy of the service report upon completion of work.
- All rates are subject to change without notice.
- All service performed is subject to Ultra Tech Machinery's & The Motch & Eichele Company's Terms & Conditions and payable in U.S. dollars. Minimum billing time is two hours.

Please direct all Service calls to 330-564-8832.

Please fax or mail PO's to:

Fax: 330-928-8458
Ultra Tech Machinery Inc.
338 Remington Road
Cuyahoga Falls, Ohio 44224

TERMS AND CONDITIONS

1) GENERAL

a) Ultra Tech Machinery, Inc. is an original equipment manufacturer, value added designer, distributor and reseller of machinery and equipment. These General Terms and Conditions of Sale (General Terms) of Ultra Tech Machinery, Inc., an Ohio corporation, and its subsidiaries and affiliates (Seller) shall apply to all sales of: (1) Items, all manufacturer, supplier, vendor, service provider or licensor goods, services or Products distributed or resold by Seller, including but not limited to, machinery, equipment (hardware and software), software, documentation, media, consulting services, installation services, support and/or maintenance services, engineering and any other third party services, including any manufacturer's customization and/or alterations to its Products ("Items"); (2) Services, all value added services performed to Buyer's specifications by Seller or its subcontractors on Items, including but not limited to, installation, assembly, programming ("Services") and (3) Products. All Items sold to Buyer with Seller value added Services are collectively referred to as "Products". All of Seller's manufacturers (including original equipment manufactures), suppliers, vendors, service providers and/or licensors are collectively referred to as "Suppliers" and individually as a "Supplier".

b) These General Terms are subject to any additional terms contained in any agreement, statement of work, amendment, addendum or other writing signed by Seller and each such writing, together with these General Terms (the Agreement), is deemed to incorporate these General Terms as if fully set forth therein. All orders are subject to approval by Seller at its corporate headquarters in Cuyahoga Falls, Ohio. Any amendment, waiver or other alteration by Seller shall be effective only if made in a writing signed by a designated officer or director of Seller.

c) Entire Agreement. Notwithstanding any different or additional terms or conditions contained in Buyer's purchase order or other communication, Seller accepts Buyer's order only on the condition that Buyer expressly accepts and assents to the terms and conditions contained in this Agreement. In the absence of Buyer's acceptance hereof, Seller's commencement of performance or Seller's acknowledgment of Buyer's purchase order, shall be for Buyer's convenience only and shall not be construed as Seller's acceptance of any of Buyer's terms. Any confirmation by Buyer that states different or additional terms shall operate as an acceptance of these terms, but Seller hereby objects to and rejects such different or additional terms and any such different or additional terms shall be deemed to be material alterations and notice of objection to them is hereby given. In addition, Buyer's acceptance of any Products shall be deemed to be acceptance of all of the terms and conditions stated in this Agreement. Seller hereby objects to any additional, contradictory or different terms contained in any initial or subsequent order or communication from Buyer pertaining to the Products, including, but not limited to, any indemnification or compliance warranty provisions. Any notice by Buyer objecting to these terms must be in a writing separate from any form purchase order. Seller's failure to object specifically to provisions contained in any communication from Buyer shall not be deemed a waiver of the provisions contained in this Agreement.

2) WARRANTY:

a) Any Product or part covered by Seller's quotation and manufactured by the Seller or to Seller's specification which, under normal operating conditions in the plant of the original Buyer thereof, proves defective in material or workmanship within one (1) year from the date of shipment from Ultra Tech's plant (as determined by an inspection by Ultra Tech) will be repaired or replaced at Ultra Tech's option, free of charge, F.O.B. Ultra Tech Machinery, provided that Buyer promptly sends to Ultra Tech notice of the defect and establishes that the Product has been properly installed, maintained and operated within the limits of rated and normal usage. This obligation of Ultra Tech, as it relates to numerically controlled console units, applies only if the user has in his employ qualified maintenance personnel.

b) The terms of this warranty do not in any way extend to any Product or part thereof covered by Ultra Tech's quotation which has a life under normal usage, inherently shorter than one (1) year period indicated above. Clutches, bearings, motors, pumps, supplies, software materials and other purchased Items will be warranted only to the extent that they are warranted by the manufacturers thereof. Expendable Items such as bulbs, filters, fuses, inserts, etc. are excluded and no warranty applies.

c) Ultra Tech assigns and passes through to the Buyer (to the extent that they are assignable) the manufacturer's warranties.

d) Repair or replacement parts manufactured and furnished by Ultra Tech which, under normal operating conditions in the plant of the original Buyer thereof proves defective in material or workmanship within ninety (90) days from the date of shipment from Ultra Tech's factory (as determined by an inspection by Ultra Tech) will be repaired or replaced at seller's option free of charge, F.O.B. Ultra Tech's factory, provided that Buyer promptly sends to Ultra Tech notice of the defect and establishes that the Product has been properly installed, maintained and operated within the limits of rated and normal usage.

e) Repair or replacement parts furnished for a machine during the machine warranty period will be repaired or replaced in accordance with the condition outlined in section (c) for a period within ninety (90) days from the date of shipment or until expiration of the machine warranty, whichever is greater.

The warranty set forth in this paragraph, in respect to repair or replacement of defective parts, and any such additional warranty or representation expressly made a part of Seller's quotation are in Lieu of all other warranties expressed or implied, including any implied warranty of merchantability.

3) SHIPPING SCHEDULE:

a) Computed from the date of acknowledgment of the order and receipt of the down payment when required. In the case of special Items, shipment will be scheduled from the date Seller receives complete information and approval from Buyer necessary to proceed with design and manufacture and the down payment as required by the Payment Terms

b) The shipping date specified is:

c) Subject to any changes that may be caused by procedures or priorities which may be set up by any Government or any of its agencies having jurisdiction.

d) Subject to change caused by modifications of specifications or terms mutually agreed upon in writing after order acceptance.

e) Seller shall have no liability for loss or damage resulting from a delay in scheduled delivery caused by war, riots, strikes, labor disputes, fires, serious accidents, delays in receipt of parts or materials from suppliers or subcontractors, design or engineering problems, natural disasters, delay in shipping Items needed by Seller to test or complete Buyer's order, or any other circumstances beyond Seller's control.

f) Under no circumstances shall Seller have any liability whatsoever for loss of use or for any indirect or consequential damages due to delay in scheduled delivery.

4) CANCELLATION:

a) Following acceptance by Seller, this order may not be cancelled without written consent of the Seller.

b) Seller shall have the absolute right to cancel and refuse to complete this order (1) if at any time all terms and conditions governing this order (including any requirement in progress payments) are not strictly complied with by the Buyer, and/or (2) if at any time the Buyer becomes bankrupt or insolvent.

c) In the event of cancellation by Seller as above set forth or of a request by the Buyer to stop work or cancel the whole or any part of an order, the Buyer shall make payments to the Seller as follows:

d) Any and all work that can be completed within 30 days from the date of notification to stop work on account of cancellation shall be completed, shipped, and paid for in full.

e) For work in progress and any materials and supplies procured or for which definite commitments have been made by Seller in connection with the order, the Buyer shall pay to the Seller the actual costs and overhead expenses determined in accordance with generally accepted accounting practice plus 15%.

f) For all special tooling, for which definite commitments have been made by Seller in connection with the order, the Buyer shall pay to the Seller the full price. Said special tooling shall become the property of the Buyer.

5) ACCEPTANCE OF ORDERS:

a) All orders must clearly state name and address of Buyer, shipping instructions, and all conditions, mechanical and otherwise, with which the manufacturer is expected to comply. The Seller shall furnish written "order acknowledgement" which shall constitute the Seller's acceptance of the order upon the terms and conditions specified in the "order acknowledgement".

6) PRICES:

a) F.O.B. point of origin

b) Subject to change without notice at any time prior to acceptance of Buyer's order by Seller's home office, as evidenced by Seller's formal acknowledgement.

c) Firm upon Seller's acceptance of Buyer's order as evidenced by Seller's formal acknowledgement unless escalation terms are included in the terms of sale.

d) Prices do not include sales, use, excise, or similar taxes. Consequently in addition to the prices specified, the amount of any present or future sales, use, excise or other similar tax applicable to the sale or use of the equipment shall be the responsibility of and paid by the Buyer, or in lieu thereof, the Buyer shall provide the Seller with a tax-exemption certificate acceptable to the taxing authorities.

e) Subject to change caused by modifications of specifications or terms mutually agreed upon in writing after order acceptance.

f) Written quotations are valid for 30 days from issuance.

g) Seller may increase the price of any Products ordered by Buyer but not yet shipped by Seller if Seller's cost for such Products has been increased by Seller's

Supplier. Seller may increase its quoted price by a percentage equal to the percentage of increase in Seller's cost for the Products and Buyer agrees to pay such increased price in accordance with this Agreement.

7) PAYMENT TERMS:

a) Repair parts, service work and software – Net cash due 30 days from invoice date.

b) Standard Products selling for less than $50,000 – net cash due 30 days from invoice date.

c) Standard Products selling for more than $50,000 and available for shipment less than 12 months from order date shall be subject to the following progress payments unless otherwise specified in seller's proposal:

i) 25% due with purchase order.

ii) 25% due two months after receipt of order or time of shipment, whichever occurs first.

iii) 40% due at time shipment.

iv) 10% due in 30 days from date of shipment.

d) Standard Products selling for more than $50,000 and available for shipment more than 12 months from order date shall be subject to the following progress payments:

i) 20% due with purchase order.

ii) 20% due three months after receipt of order.

iii) 20% due six months after receipt of order.

iv) 20% due nine months after receipt of order.

v) 10% due at time of shipment.

vi) 10% due in 30 days from date of shipment.

e) Standard tooling not included as part of machine order – Net cash due in 30 days from invoice date.

f) Special payment terms other than those indicated above will apply if specifically set forth in Seller's proposal.

g) Interest of 1% per month; will be assessed on all overdue accounts.

h) Applicable to orders for shipment outside the U.S., or Canada or Europe:

i) All payments (cash or Letter of Credit) shall be in U.S. dollars.

j) Repair parts accessories and tooling not included as part of machine order – Direct Collection Letter (DCL), Letter of Credit or special arrangements with Seller.

k) All other Products, payments to be made by a Confirmed Irrevocable Letter of Credit established with a banking institution approved Seller in the United States of America. Letter of Credit must cover the full amount, which is required to accompany the Buyer's order in the form of a certified check. Such Letter of Credit must accompany the order placement and carry an expiration date at least 90 days beyond the scheduled shipping date. The Letter of Credit shall provide that Seller may draw on such credit upon an invoice on certain interim dates, which coincide with required payments as well as upon presentation inland bills of lading, commercial invoices and packing lists at time of shipment. Advance payment and progress payments are the same as indicated in Section 6(c) and 6(d) above. If, however, Seller is unable to ship ordered merchandise when ready, for any causes beyond Seller's control, Seller shall have the right to draw upon such credit upon furnishing a certificate of manufacture of such merchandise, and storage shall be at Buyer's expense.

l) Special payment terms other than those indicated above will apply if specifically set forth in Seller's proposal.

8) RETURNS:

a) In no case are goods to be returned without first obtaining written permission from Seller.

b) b) A Buyer returning Products must pay transportation charges and bear risks of loss or damage to goods while in transit.

c) A restocking charge of 25% of the value of the returned Products will apply.

9) ELECTRICAL EQUIPMENT:

a) When supplied by Seller will be the make available in Seller's stock, unless otherwise mutually agreed.

b) When not supplied by Seller, is to be purchased in accordance with Seller's detailed specifications and will be subject to an installation charge for mounting and wiring at Seller's factory.

c) Wiring and protective conduit from Buyer's power supply to the machine control is not included in Seller's quotation. Protective conduit from the control to the machine is not included in Seller's quotation.

10) PRODUCTION ESTIMATES AND PERFORMANCE:

a) All working drawings or other materials provided by Seller are for general information purposes only, and may or may not relate to Buyer's order or other machine or equipment. Any specifications contained therein and not binding on Seller except as expressly so stated in this form or other written form. Seller reserves the right to make, at any time, such changes in detail of design or construction as shall in the sole judgement of Seller constitute an improvement over former practice.

b) Production or performance data, where given, is based on Seller's careful analysis and understanding of the limits of accuracy, machinability of materials, amount of material to be removed, finishes shown on Buyer's drawings, handling facilities provided, and locating points, but is nonetheless an estimate only and is not guaranteed or warranted, in no other event shall Seller be responsible for performance figures supplied by Seller's suppliers or other cooperation parties. If by written agreement the equipment is to be subject to acceptance tests before shipment, rejection under this clause must take place prior to placing the order.

11) CONSULTING SERVICES:

a) Seller will provide technical, managerial engineering expertise and advice to Buyer upon request.

b) Such Services shall be provided at a rate to be determined by the complexity, personnel needs and time necessary to complete Buyer's project.

c) Seller shall not be responsible to Buyer for the feasibility of projects commissioned by Buyer, but shall use its best efforts to insure that Buyer's project is viable and results in useful application(s) at Buyer's facilities and in Buyer's operations.

12) ADVISE

a) If technical advice is offered or provided in connection with the sale of any Products it is provided as an accommodation to Buyer, without charge, and Seller does not warrant and has no responsibility or liability whatsoever for the content of or use of such advice.

13) ACCEPTANCE:

a) Upon receipt of Products, Buyer agrees to inspect and/or test the Products. Such inspection or testing shall be completed promptly and in no event later than 10 days after delivery the Products. The Products shall be deemed accepted by Buyer unless Buyer provides Seller, within 10 days of the initial inspection period, a written notice specifying all defects or discrepancies in the quality or quantity of Products.

b) Seller's standard installation test procedures conducted by Seller's representative in Buyer's facilities shall be the criteria for machine acceptance, unless other conditions have been specified in Buyer's order and agreed upon in Seller's order acknowledgement for specific acceptance procedures or test. Seller will advise Buyer in the order acknowledgement what additional charges may be required to conduct Buyer's acceptance procedures.

14) TITLE:

a) Delivery of Items of any order to the carrier by Seller consigned to Buyer, or as Buyer shall direct, shall constitute transfer of title, ownership, possession and property in and to such Items at such point of delivery; such carrier shall be deemed to be acting for the Buyer and the said Items thereafter shall be at Buyer's risk; provided however, that Seller reserves the right to stoppage in transit and to repossess said Items, notwithstanding delivery to the carrier, until full payment of purchase price is made to Seller.

15) PATENT INDEMNITY:

a) Seller shall defend any suit or proceeding brought against Buyer and pay all costs and damages awarded against Buyer therein provided:

i) Said suit or proceeding is based upon a claim that the Product or part thereof sold hereunder constitutes an infringement of any claim of any presently existing patent, other than a claim covering a process or Product hereof.

ii) That this Agreement shall not extend to any infringement based, directly or indirectly, upon (1) the manufacture, use or sale of any part of any Product sold to Buyer hereunder, if such part is not specified, designed and manufactured by Seller or (2) the manufacture, use or sale in combination with Products or things not sold hereunder, of any Product sold to Buyer hereunder or any part thereof.

iii) Seller is notified promptly and given information and assistance (at Seller's expense) and the authority to defend or settle said suit or proceeding. Seller shall not be responsible for any settlement of said suit or proceeding made without Seller's written consent.

In case the Product or any part thereof covered by this Agreement is in such suit or proceeding held to constitute infringement and its use is enjoined, Seller shall, at its own expense, either:

b) Procure for Buyer the right to continue using said Product or part thereof: or

c) Replace same with non-infringing Product or part thereof; or

d) Modify it so it becomes non-infringing: or

e) Remove said Product or part thereof and refund the purchase price and transportation costs thereof.

The foregoing states Seller's entire liability with respect to patent infringement by said Product or any part thereof. To the extent that said Product or any part thereof is supplied according to Buyer's design or instructions, Buyer agrees to indemnify Seller in the manner and to the extent set forth above insofar as the terms thereof are appropriate.

16) PROPRIETARY INFORMATION:

a) System Operation Control Programs (programs) and other software, developed and supplied by Seller, is Seller's copyrighted property. Buyer is granted a non-exclusive license to use the Programs only with the Product with which they were furnished. In the event Buyer orders any such other software, Buyer agrees to the Terms and Conditions of Seller's standard Software License Agreement in effect on the date hereof, and understands that Seller shall be under no obligation to deliver any such software Products to Buyer before receiving a copy of such Software License Agreement duly executed by Buyer. Seller retains all rights and title in and to all information regarding Seller's business, Seller's Products, the Programs and any such other software disclosed to Buyer verbally or in drawings, written or printed matter, electronic storage media, Program or software documentation or other material. Buyer shall not disclose, reproduce, excerpt or distribute any portion thereof.

17) INTEILLECTUAL PROPERTY

a) Seller shall have no liability or obligation in connection with any claims of infringement to any patent, trademark, copyright, trade secret or other proprietary right or information.

18) BUYER'S USE AND OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA):

a) It is Buyer's or User's responsibility to provide all proper dies, devices, tools and means that may be necessary to effectively protect all personnel from serious bodily injury which otherwise may result from the method of particular use, operation, set-up, or Service of the Seller's Product. The operator's manual or machine manual, ANSI Safety Standards, OSHA regulations and other sources should be consulted to implement the above.

b) Seller considers that it is in substantial compliance with the general requirements of OSHA directly associated with Operator Safety and Noise Level Control. The technical detail of OSHA and many additional references to other standards render it impossible to state complete compliance or objection unless specific sections or paragraphs of OSHA are identified by the Buyer or User. Because of changes, which occur in OSHA, state codes, local codes and company safety programs, Seller must be advised by Buyer or User if they feel modifications in the machine are required for compliance. A quotation will be submitted for changes.

c) Products designed and manufactured by Seller are capable of being used in a safe manner, but Seller cannot guarantee their safety under all circumstances**. BUYER MUST INSTALL AND USE THE PRODUCTS IN A SAFE AND LAWFUL MANNER IN COMPLIANCE WITH APPLICABLE HEALTH AND SAFETY REGUALTIONS AND LAWS AND GENERAL STANDARDS OF REASONABLE CARE**.

19) ERRORS:

a) Quotations are subject to revision in case of clerical error, whether in favor of the Buyer of Seller, upon notice by either party.

20) HOLD HARMLESS/INDEMNITY:

a) The Buyer shall hold Seller harmless from any and all liability, costs, damages, attorneys fees, and expenses from any claims or causes of action of whatsoever nature arising out of the sale of Products to be manufactured by Seller, information including but not limited to software to be furnished by Seller and consultive services to be furnished by the Seller including Buyer, Buyer agrees to indemnify and hold Seller harmless from any and all, and against all liability and expenses including reasonable attorneys fees based upon damage or claims, or disputes by any person or entity from any cause directly relating to any action or failure to act by companies other than Seller and/or Buyer, its representatives, employees, subcontractors or suppliers. Buyer acknowledges specific consideration has been received by it for this indemnification. Seller may retain any and all money due or to become due to Seller under this or any other contract sufficient to save it harmless and indemnity itself against liability or damage including attorneys fees.

b) If Buyer modifies or changes any structural portion, Product portion, electrical circuit, interlock, safety device or software materials existing in one of seller's Products as originally delivered, then:

c) All warranties made in Section 4 shall thereupon become void and of no effect.

d) Seller will not thereafter have, but Buyer shall have, any liability for property damage, personal injury, death or other consequence arising out of operation and use of the modified part of Seller's Product and Buyer agrees to indemnity and hold Seller harmless from and against all liability and expenses, including reasonable attorneys' fees with respect thereto.

21) LIMITATION OF LIABILITY:

a) In no event shall Seller or its suppliers be liable for any loss of use or "downtime" or for any special, consequential or indirect damages with respect to this contract or anything done in connection herewith, whether based upon contract, or (including negligence), breach of warranty, strict liability or otherwise. Furthermore, in no event will Seller be liable for damages in excess of the price of the Product or part upon which such liability is based.

22) MACHINE FOUNDATIONS:

a) If a standard foundation drawing is supplied, it includes plan and elevation view. Due to many variations in soil type, adjacent equipment, workmanship, etc, foundation depth is a suggestion only. The foundation is not guaranteed and Seller shall not be responsible for any inaccuracy, which may result from an inadequate or insufficient foundation. Nor for any hidden conditions including but not limited to toxic/waste(s), rock formations, and all other similar conditions not visible or apparent.

23) PLACE OF CONTRACT:

a) All orders are made subject to final acceptance by Seller at one of its principal offices. The plants of Seller, shall be the place of performance where title passes to the Buyer and payment becomes due. This Agreement shall be interpreted and administered for all purposes under the laws of the State of Ohio.

24) DISPUTES

a) All disputes under this Agreement concerning the Products not otherwise resolved between Seller and Buyer shall be resolved in a court sitting within the State of Ohio, Summit, and Buyer consents and agrees that jurisdiction and venue for such proceedings shall lie exclusively with such courts. No action, regardless of form arising out of, or in any way connected with, Products may be brought by Buyer more than one (1) year after the cause of action has accrued.

25) GOVERNMENT RESTRICTIONS:

a) All accepted orders are accepted subject to the issuance of any required export license or other necessary government authorization. Notwithstanding and other provision hereof, if Seller shall be unable to sell, export or deliver Items of any order because of failure to obtain an export license, or because of war or military action, export controls or restrictions, or any other restraints of governments or peoples, including without limitation changes in policy with respect to exports or otherwise by any government having jurisdiction. Seller shall have the right to cancel any acceptance or sales contract in any way impaired or affected thereby without further liability, and such cancellation shall not affect the right of Seller to recover the contract price for any unpaid goods already delivered.

26) APPLICABLE TERMS AND CONDITIONS:

a) Only those paragraphs applicable to the particular project or sale shall be given full force and effect in this agreement. All other terms and conditions not applicable to the sale shall not be construed to apply to the sale specifically described herein.

27) GENERAL:

a) Acceptance of this offer must be without qualification. No terms or conditions other than those stated herein, and no agreement or understanding, oral or written, purporting to modify these terms or conditions, whether contained in Buyer's order, shipping release forms, or elsewhere, shall be binding upon Seller unless hereafter made in writing and signed by Seller's authorized representatives. There are no agreements between Seller and Buyer in respect of the Product quoted herein except as set forth herein or as otherwise set forth in writing and expressly made a part of this quotation. The designs and specifications of all Products sold by Seller are subject to change without notice and, in the event of any such changes, Seller will have no obligation whatsoever to make similar changes in a Product previously ordered by Buyer.

b) Wherever used herein, Seller shall mean Ultra Tech Machinery Incorporated; BUYER shall mean the customer placing the purchase order with the Seller.

ULTRA TECH MACHINERY, INCORPORATED
revised 4/11