

1. GENERAL

The Terms and Conditions outlined herein shall apply to the services by Ingersoll-Rand Company (hereinafter referred to as Company) of maintenance or repair work or the sale of parts thereunder. No additional or contrary terms shall be binding upon the Company unless agreed to in writing.

2. SCHEDULE DATES & DELAYS

Schedule dates are approximate and neither party shall be liable for loss, damage, or delay due to war, riots, fire, flood, strike or other labor difficulty, acts of civil or military authority including governmental laws, orders, priorities or regulations, acts of the other party, embargo, car shortage, damage or delay in transportation, inability to obtain necessary labor or materials from usual sources, faulty forgings or castings, or other causes beyond the reasonable control of such party. In the event of delay in performance due to any such cause, the schedule dates or time for completion will be adjusted to reflect the actual time as may be necessary to properly reflect the delay. The Purchaser's receipt of services or parts shall constitute a waiver of any claims to delay.

3. ASSIGNMENT

Neither party shall assign or transfer this contract without the prior written consent of the other party.

4. TAXES

The prices do not include any present or future Federal, State or Municipal sales, use, gross receipts, property, or other similar type tax with respect to any material, erection equipment or services covered hereby. If the Company is required by applicable law or regulation to pay or collect any such type tax or taxes on account of this transaction or the material or equipment or services covered hereby, then such amount of tax shall be paid by the Purchaser in addition to the prices herein provided for.

5. INSURANCE

With respect to the performance of repair work at Purchaser's facility, the Company's personnel shall be properly covered with insurance in the areas of Worker's Compensation, Public Liability and Automobile Insurance where the use of a vehicle is required. A certificate confirming this insurance coverage is obtainable upon request.

To the extent any loss and/or damage is recoverable by insurance proceeds under Purchaser's insurance policies, Purchaser waives its and its insurers' rights to recover for such loss and/or damage against the Company.

6. WARRANTY

The Company warrants that parts manufactured by the Company and furnished under this contract, will be free of defects in material and workmanship for a period of six months from the date of installation, inclusive of transportation and installation costs if installed by the company or authorized distributor (or six months from date of delivery exclusive of transportation and installation costs

if not installed by Company), and at its option, shall either repair or replace such parts, provided the Purchaser promptly notifies the Company of defects therein, within said period.

The Company makes no performance warranty and the effects of corrosion, erosion and normal wear and tear are specifically excluded from the Company's warranty.

THE COMPANY MAKES NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, EXCEPT THAT OF TITLE, AND ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.

7. LIMITATION OF LIABILITY

The remedies of the Purchaser set forth herein are exclusive, and the liability of the Company with respect to this contract or the services or parts furnished under this contract shall not exceed the contract price of such services or the part upon which such liability is based

The Company and its suppliers or subcontractors shall in no event be liable to the Purchaser, any successors in interest or any beneficiary of this contract for any consequential, incidental, indirect, special or punitive damages arising out of this contract or any breach thereof, whether based upon loss of use, lost profits or revenue, interest, lost goodwill, work stoppage, impairment of other goods, loss by reason of shutdown or non-operation, increased expenses of operation, cost of purchase of replacement power or claims of Purchaser or customers of Purchaser for service interruption, whether or not such loss or damage is based on contract, warranty, negligence, indemnity, strict liability or otherwise.

8. NUCLEAR LIABILITY

In the event that the services or parts furnished hereunder are to be used in a nuclear facility, the Purchaser shall, prior to such use, arrange for insurance or governmental indemnity, protecting the Company against liability and hereby releases and agrees to indemnify the Company and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the negligence or otherwise of the Company or its suppliers.