

TRIANGLE TECHNOLOGIES, INCORPORATED

Quality Machined Components

Automation Design and Manufacture

Consulting Engineering

TERMS AND CONDITIONS OF SALE

Client Name (CN) Quotation # XXXX, Dated 0/0/2006

LIABILITY

Triangle Technologies, Inc. (TTI) shall not be liable for any loss or damage resulting from delay in shipment or installation caused by fire, floods, strikes, riots or accidents, delays in transportation, inability to procure materials or any other causes what so ever for which TTI is not directly responsible or which are beyond TTI control. TTI shall not be liable in any event for loss of anticipated profits, increased expenses, or other consequential loss or damage of any nature.

TAXES

This proposal does NOT include Federal, State or Local Sales, Use, Privilege, Occupation, Excise, Property, or taxes of any kind applicable to the sale of the services involved. These taxes shall be paid by CN either direct to the taxing authority or (if collected by TTI) to TTI upon receipt of TTI invoice for the amount of the tax. In lieu of such payment, TTI will accept, from the CN, a tax exemption certificate acceptable to the taxing authority.

PRICE ADJUSTMENT

The price stated herein is based upon TTI verbal understanding of the capabilities required by the customer at the time of this quotation and is subject to any actual increase or decrease in accordance with any modifications in the original scope of work as understood by TTI.

TERMS OF PAYMENT

Terms of payment shall be as defined in the quotation.

CANCELLATION

CN shall notify TTI in writing of cancellation. TTI shall have a ten (10) day grace period to stop all work. CN in final settlement shall pay over in cash to TTI an amount equal to all expenses incurred by TTI and monies due any vendors plus the pro-rated profit up to the expiration of the grace period, less payments already made. If the costs monies due vendors and the pro-rated profits are less than the payments already made, they shall be deducted from such payments and TTI shall return the difference to CN.

DAMAGED GOODS

If shipments arrive in damaged condition, have the Transportation Agent note same on the freight bill. If the damage is not discovered until shipment is opened, call the Transportation Company and request an inspection and file the necessary information with your claim against them. In accordance with I.C.C. Regulations, it is the responsibility of the CONSIGNEE to file the claim. TTI responsibility ceases when carrier has received merchandise in good order.

PATENT INFRINGEMENT

Determining Patent Rights is the sole responsibility of CN not that of TTI. TTI does not perform a Patent Search and makes no warrantee as to the uniqueness of the design.

DESIGN/DESIGN CRITERIA

Equipment herein specified is of a design developed for general purposes; consequently, functionality, reliability, and efficiency may vary from application to application. TTI's liability is limited to the correction of errors and omissions on the parts or assembly of parts wholly provided by TTI. Unless otherwise stated, our proposal is based upon the supplying of equipment to our standards and those of our suppliers, inclusive of designated parts and proprietary items. It assumes that no special local codes or CN specifications are involved. Changes, additions or alterations requested by the CN will affect the overall price of the equipment.

OSHA STATEMENTS

(SAFETY) Where possible, it is the intent of Triangle Technologies Inc. to meet the requirements of OSHA as related to both design and manufactured equipment. Many of OSHA's requirements on safety are based on area conditions that vary widely from installation to installation. Therefore, the following is clarification of what OSHA requirements are included in our contract. The only guards, if furnished, are guards listed in the Triangle Technologies Inc. contract/proposal, it is intended that these guards meet OSHA requirements. Any guards not listed, but which may be required because of area or other conditions, are not included in this contract. We assume no responsibility for the failure of CN to use such guards. All OSHA requirements met by this contract assume that access to the equipment is by maintenance and/or authorized personnel and the equipment is operated within the limits of its design intent. **(HEALTH - NOISE)** Noise levels of equipment are difficult to determine, basically due to the unknown conditions and the specific location in a particular system. The only way to completely determine the in-place decibel level is to make tests under actual operating conditions and develop the means of reducing this noise level. This work is not included in our contract price. CN agrees that compliance with the rules, regulations, orders and standards of OSHA is the responsibility of CN or User; that TTI, will in no event be held liable to CN or User, on account of violations of said rules, regulations, orders and standards, or citations, penalties or injuries resulting from such violations. In the event that additional safety devices are required under OSHA, or other governmental regulations, TTI will work with CN or User in the design or manufacture of same. Price of such additional equipment will be mutually agreed to by TTI and CN.