



WORLD LEADER IN AUTOMATED WASHING SYSTEMS SINCE 1960 | ISO-9001

Proposal for Model: G-2000 "Genesis series"
Aqueous Parts Cleaning System
Mild Steel or Stainless Steel Construction

Created by:

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03 / 05 / 2024

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2000-2001, 2002-2003, 2004-2005, 2006-2007, 2008-2009, 2010-2011, 2012-2013, 2014-2015, 2016-2017, 2018-2019, 2020-2021, 2022-2023, 2024-2025





BUREAU
VERITAS

Bureau Veritas Certification

BETTER ENGINEERING MANUFACTURING, INC.

1802 FASHION COURT JOPPATOWNE, MD 21085 USA

Bureau Veritas Certification Holding SAS – UK Branch certifies that the Management System of the above organisation has been audited and found to be in accordance with the requirements of the management system standards detailed below

ISO 9001:2015

Scope of certification

DESIGN, MANUFACTURING, DISTRIBUTION AND SERVICING OF OUR WATER BASED PARTS CLEANING MACHINERY

Original cycle start date:	21-May-2009
Expiry date of previous cycle:	18-May-2021
Certification / Recertification Audit date:	25-February-2021
Certification/Recertification Cycle Start Date:	15-June-2021
Subject to the continued satisfactory operation of the organization's Management System, this certificate expires on:	18-May-2024

Certificate No.:	US015357	Version:	1	Issue Date:	15-June-2021
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Brian Sanders



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Certification Body Address: 5th Floor, 66 Prescot Street, London, E1 8HG, United Kingdom

Local Office: 16800 Greenspoint Park Drive, Suite 300S, Houston, TX 77060, USA

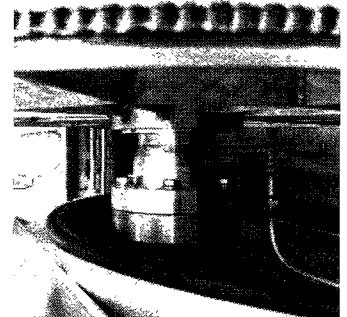
Further conditions regarding the scope and validity of this certificate, and the applicability of the management system requirements, please call: +1800 927 7311





All infrastructure elements of the machine are backed by lifetime warranties:

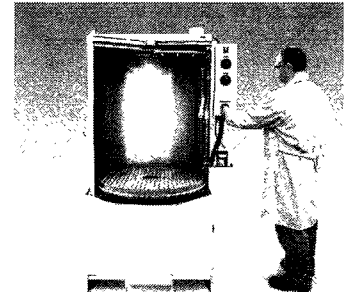
- All the welds are warranted not to crack, fracture, or leak*
- The turntable and the sealed bearing support assembly are warranted against failure
- The doors and lids are warranted never to jam, sag, or twist such that proper operation and sealing is impeded
- *Warranty void if leaks caused by corrosion*



- Gauge steel - 16 and 7 gauge
- Type of steel - quoted in mild steel and/or stainless steel

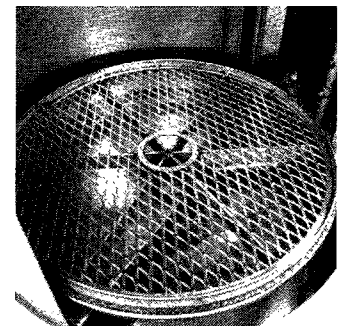
One of the hallmark features of the Genesis series models is the roll-in door. The specifications and benefits include:

- There is no door swing, which saves floor space
- The door is center-supported (top and bottom) and virtually effortless to open and close (no drag from outside rollers)
- Positive door latch and safety limit switch
- No gasket - has a labyrinth door seal (except for a rubber strip on the top door edge)
- Removable roof panel (in the unlikely event that a large part should ever tip over and prevent the door from opening)



The Genesis series models have a powered turntable with the following features:

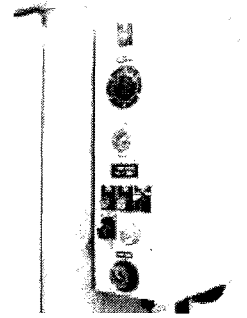
- Convenient load height - 29" off the ground
- Excellent accessibility for loading with approximately 50% of the turntable is in front of the doorway
- Sealed bearing assembly with a lifetime warranty
- Mounted to a structural beam that is tied directly to the ground
- The turntable spokes are 3/16" thick
- Open mesh material covers the surface of the turntable



- Positive wrap-around chain drive
- Spring loaded hinge for the gear motor/drive sprocket assembly
- Jam protection in the event of a jam, the drive chain simply slips against the turntable rim
- TEFC drive motor

- NEMA 12 control panel and junction boxes
- 0-30 minute wash timer

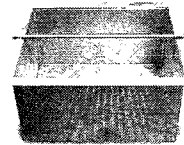
- 0-12 hour timer for tank heaters
- Adjustable thermostat for the tank heaters
- Door limit switch
- All wires numbered



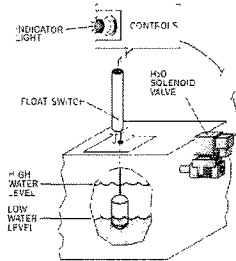
- img alt="Diagram of a cleaning chamber and holding tank." data-bbox="82 244 260 297"/>The diagram shows a cross-section of a cleaning chamber and a holding tank. The cleaning chamber is sealed off from the holding tank by solid flooring beneath the turntable. A removable chip basket is positioned above the tank solution level.
 - This sub-flooring prevents parts from falling into the holding tank and forces the solution into a removable chip basket above the tank solution level

The recirculated solution is filtered to remove large particles and floating oils

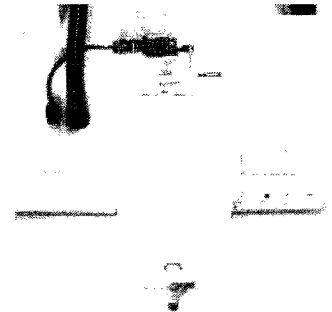
- Removable filter basket (1/16" perforations) filters the solution after it hits the parts, but before it returns to the reservoir
- See options for oil skimmer and in-line filtration



- Protects the pump and heating system by shutting everything down when the water level reaches a critical low point
- An indicator light notifies the operator to correct the water level
- The float sensor is impervious to sticking or jamming. There are no pivot points or sleeves below the solution level



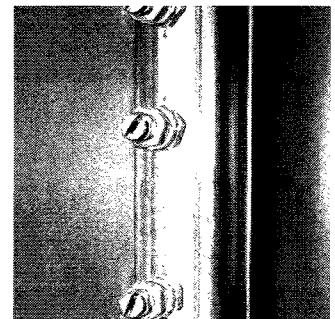
- The operator simply opens side valve...the floating oils run into a built-in weir pan and out the side drain
- When the flow stops (approximately 5 minutes), the operator closes the side-drain, which activates a limit switch
- The limit switch re-activates the unit and the water level rises to the normal level
- Includes a receiver bucket with a bottom drain to remove water content



- Unit is supported off the ground with 3.5" high forklift channels
- The tank floor is pitched front to back (1.5" pitch)
- Front and back tank access covers
- 2" diameter drain which is essentially flush with the lowest part of the tank floor

- Standard heating system is electric
- Heaters are controlled with 0-12 hour timer (see options for 7 day/24 hour timer)
- See "Model Specification" for tank size and kW heat input for a given model

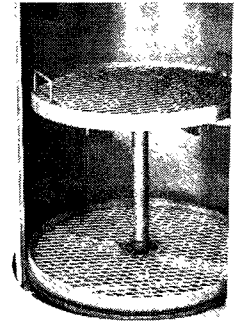
- All manifolds are stainless steel
- Spray manifolds are heavy gauge piping with V-jet spray nozzles
- Manifolds positioned above, below, and on the outside of the turntable
- Mid-level, overhead spray manifold that pivots out of the way for tall parts



- Reference the "Model Specifications"

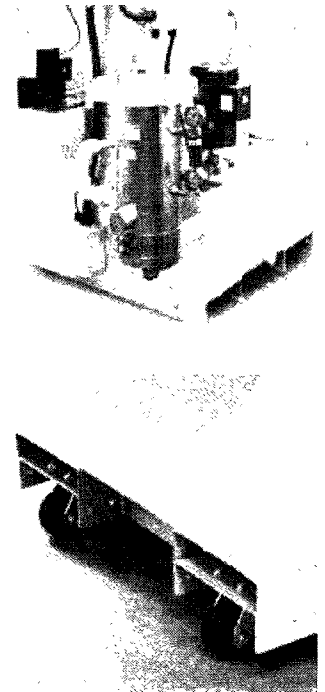
Upper Turntable - 2000025

- A removable upper turntable is installed, which essentially doubles the machine's cleaning capacity for smaller parts
- Both levels have "C-shaped" spray manifolds for full coverage



- Installed between pump and spray manifolds to prevent clogged nozzles
- Removable screen with 1/32" perforations
- Rosedale brand with hinged top and eye bolts (not band clamp style). Rated for 100 GPM.
- Pressure gauge indicates when filter must be cleaned

- Filters housing with micron rated bag installed between pump and spray manifolds
- Prevents re-deposition of fine particles
- Rosedale brand with hinged top and eye bolts (not band clamp style)
- Specify 20, 200, or 200 GPM rating and micron size of bag
- Pressure gauge indicates when filter has to be changed



- Heavy duty casters are installed...all 4 casters are swivel type
- They bolt in place for ease of replacement

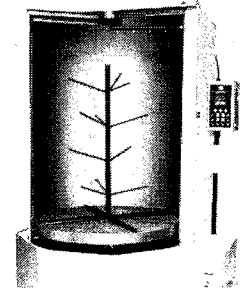
- Automatically turns the tank heaters on and off
- Allows manual override

- Stainless steel pump sends wash solutions through the brush
- Controlled with panel mount on/off switch

- Rectangular basket with handles and hinged lid...1/16" perforations
- Recommended for small parts that could otherwise get blow-out of the standard parts basket
- SPB: Small parts basket with lid (12"L x 6"W x 6"H), Stainless Steel
- Medium parts basket with lid (15"L x 9"W x 6"H), Stainless Steel

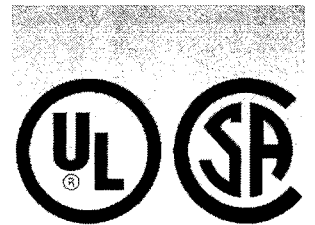


- The CTR-G is a removable center rod that helps to stabilize tall parts
- The PTR-G is a removable parts tree to hang smaller parts



- The standard G-2000 runs on 230V, single phase electric
- To utilize 230V, 3 phase power, request the 230-11 option
- To utilize 460V, 3 phase power, request the 460-11 option

- Machine is UL/CSA approved and labeled



3000 Series Turntable for Crane

15-0000

Cabinet Style

Front loading, roll-in door

The door rolls in to save floor space. Approximately 50% of the turntable is exposed for crane loading.

Working Dimensions

Inside working height 35"

Turntable diameter 27"

Turntable area 570 sq. in

Overall Dimensions (approx. and without options) 42" W x 49" D x 79" H

Turntable Load Capacity 500 lbs.

Tank

Capacity 55 gallon

Heat Source 9 kW

Approximate Heat-Up Time 1.5 hrs.

Pump Motor

Type Vertical, Seal-less

Size 3 H.P.

Output 60 GPM @ 45 PSI

Construction (depending on order) Grade 304 Mild Steel or Stainless Steel; customer to specify

Power Source

Standard 230V 1-Ph

Optional

230V 3-Ph or 460V 3-Ph

CONTROLS

NEMA 12 control panel

Wash and heat timers

Adjustable thermostat

ADDITIONAL FEATURES

Lifetime Guarantee against welds leaking (unless caused by corrosion)

Lifetime Guarantee on turntable & bearing assembly

Lifetime Guarantee for door (or lid) operation

Safety Features (loading and weight support) a) The turntable is fixed. It does not have to be pulled out for access, b) The turntable is mounted to a fixed, vertical column (not cantilevered).

Turntable Drive System (built-in jam protection)- Chain wraps around the turntable perimeter, friction drive

Turntable- The turntable rim is 1" above the spokes and the surface is covered with expanded metal

Sealed Cleaning Chamber- Floor between cleaning chamber and solution tank prevents parts from falling into the tank

Slide Out Filter Basket (stainless)- The solution gets filtered through this removable filter basket before re-entering the tank

Sloped Tank Floor- The tank floor is pitched 1.5" front to back

Tank Access- Front and rear tank access covers

Spray Manifolds- Top, bottom and side manifolds stainless steel nozzles. Retractable middle manifold for small parts (front loaders only)

Low water shut off and fill

Weir plate oil skimmer

ADDITIONAL FEATURES

One Year Warranty- Covers parts and labors (subject to the warranty policy terms)

Fork Channels- Machine has built-in fork lift channels for structural support, tank protection and transport

Paint- Polyurethane- 1 coat primer/2 coats paint

Consult Factory for Full Load Amp Draw

BETTER ENGINEERING'S GENESIS MODEL G-2000

BETTER ENGINEERING'S GENESIS MODEL G-2000
AUTOMATIC PARTS CLEANING SYSTEM
STAINLESS STEEL

03 / 05 / 2024
 Good for 90 Days
 800-229-3380

Payment Terms

20% deposit with order,
 80% before shipment

Shipping Terms

FOB, Customer is
 Responsible for
 all Freight

Lead Time*

6 - 8 Weeks

Contact Person Address

eugene.desmond@betterengineering.com

20% deposit with order, 80% before shipment

Actual delivery date will be updated at time of order based on current schedule

Freight costs are subject to change at time of shipment

	Price	QTY	Subtotal
BASE MODEL - STAINLESS STEEL			
G-2000-SS	\$29,600.00	1	\$29,600.00
Automatic parts cleaning system for die casting machines, 2000, 2000, 4000 with 12" turntable, stainless steel Includes: 12" turntable, 12" turntable, 12" turntable 12" turntable, 12" turntable, 12" turntable 12" turntable, 12" turntable, 12" turntable			
Freight Estimate	\$500.00	1	\$500.00
			\$30,100.00

COMMON OPTIONS

Lifetime Warranties for Turntable Units	\$0.00	1	\$0.00
Lifetime warranties for turntable units, 12" turntable, 12" turntable, 12" turntable The warranty covers the turntable unit and its components, including the motor and gears. The warranty is valid for the lifetime of the unit, provided it is used in accordance with the manufacturer's instructions. The warranty is void if the unit is damaged, modified, or used for purposes other than those intended by the manufacturer. The warranty is subject to the terms and conditions of the warranty agreement.			

ATC-24-G: Automatic Timer	\$300.00	0	\$0.00
<i>Automatic timer for 24 hours. 24 hour timer.</i>			
ASX-G-SS: Steam Exhaust	\$3,700.00	0	\$0.00
<i>Steam exhaust system for steam engine. 3/4 inch diameter. 1/2 inch thick. 1/2 inch diameter. 1/2 inch thick. 1/2 inch diameter. 1/2 inch thick.</i>			
ILF-100	\$4,800.00	0	\$0.00
<i>100 lb. capacity. 100 lb. capacity. 100 lb. capacity. 100 lb. capacity. 100 lb. capacity. 100 lb. capacity.</i>			
ILS-100	\$2,900.00	0	\$0.00
<i>100 lb. capacity. 100 lb. capacity. 100 lb. capacity. 100 lb. capacity. 100 lb. capacity. 100 lb. capacity.</i>			
ZX-G-SS	\$3,300.00	0	\$0.00
<i>3/4 inch diameter. 3/4 inch diameter. 3/4 inch diameter. 3/4 inch diameter. 3/4 inch diameter. 3/4 inch diameter.</i>			
SSB-G: Brush Pump	\$400.00	0	\$0.00
<i>Brush pump. 1/2 inch diameter. 1/2 inch diameter. 1/2 inch diameter. 1/2 inch diameter. 1/2 inch diameter. 1/2 inch diameter.</i>			
SPB: Small Parts Basket	\$600.00	0	\$0.00
<i>Small parts basket. 1/2 inch diameter. 1/2 inch diameter. 1/2 inch diameter. 1/2 inch diameter. 1/2 inch diameter. 1/2 inch diameter.</i>			
MPB: Medium Parts Basket	\$900.00	0	\$0.00
<i>Medium parts basket. 1/2 inch diameter. 1/2 inch diameter. 1/2 inch diameter. 1/2 inch diameter. 1/2 inch diameter. 1/2 inch diameter.</i>			
PRT-G2-SS: Parts Tree	\$300.00	0	\$0.00
<i>Parts tree. 1/2 inch diameter. 1/2 inch diameter. 1/2 inch diameter. 1/2 inch diameter. 1/2 inch diameter. 1/2 inch diameter.</i>			
CTR-G-SS: Center Rod	\$235.00	0	\$0.00
<i>Center rod. 1/2 inch diameter. 1/2 inch diameter. 1/2 inch diameter. 1/2 inch diameter. 1/2 inch diameter. 1/2 inch diameter.</i>			
CAS-G: Casters	\$700.00	0	\$0.00
<i>Castors. 1/2 inch diameter. 1/2 inch diameter. 1/2 inch diameter. 1/2 inch diameter. 1/2 inch diameter. 1/2 inch diameter.</i>			
460-G: 460V, 3 Phase	\$503.00	0	\$0.00
<i>460V, 3 phase. 1/2 inch diameter. 1/2 inch diameter. 1/2 inch diameter. 1/2 inch diameter. 1/2 inch diameter. 1/2 inch diameter.</i>			
UL-CSA-G: Labeling	\$1,200.00	0	\$0.00
<i>Labeling. 1/2 inch diameter. 1/2 inch diameter. 1/2 inch diameter. 1/2 inch diameter. 1/2 inch diameter. 1/2 inch diameter.</i>			

\$0.00

DETERGENT

PDN-50-50lb. Pail	\$170.00	0	\$0.00
<i>50 lb. capacity. 50 lb. capacity. 50 lb. capacity. 50 lb. capacity. 50 lb. capacity. 50 lb. capacity.</i>			
HDL-125-50lb. Pail	\$140.00	0	\$0.00
<i>125 lb. capacity. 125 lb. capacity. 125 lb. capacity. 125 lb. capacity. 125 lb. capacity. 125 lb. capacity.</i>			

\$0.00

Subtotal

\$30,100.00

Total

\$30,100.00

Better Engineering Mfg., Inc.
TERMS AND CONDITIONS OF SALE

1. GOVERNING TERMS AND CONDITIONS

These terms and conditions of sale (hereinafter "Terms & Conditions") shall apply to all orders for product and services (hereinafter "Product" or "Products") between the purchaser identified on accompanying quotation (herein after "Buyer") and Better Engineering Manufacturing, Inc., a Maryland corporation, the seller of the Products (hereinafter "Seller". Buyer shall be deemed to have accepted these Terms & Conditions through (i) delivering a purchase order or a purchase order number to Seller or (ii) receipt and acceptance of Products or (iii) payment of Seller's invoice for the Products or (iv) any other written indication by Buyer of its acceptance of the Terms & Conditions. These Terms & Conditions prevail over any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms & Conditions. Notwithstanding anything herein to the contrary, if a written agreement signed by both Seller and Buyer is in existence covering the sale of the Products, the terms and conditions of such written agreement shall prevail to the extent they are inconsistent with these Terms & Conditions.

2. CONFIDENTIALITY

All non-public, confidential or proprietary information of Seller, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Seller on a non-confidential basis from a third party not bound by an obligation of confidentiality to Seller.

3. PRICE; PAYMENT TERMS

Buyer shall purchase the Products from Seller at the price (the "Price") set forth on the accompanying quotation. The Price is exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real or personal property or other assets. Buyer must provide Seller with documentation acceptable to Seller of any tax exemptions claimed by Buyer.

Unless otherwise set forth in accompanying quotation, payments are due to Seller from Buyer no later than immediately upon Buyer's receipt of an invoice from Seller. Time is of the essence with respect to all payments. Payments that are outstanding more than ten (10) days from their respective due date shall bear an interest rate of one and one-half percent (1½%) per month (eighteen percent (18%) annually) until fully paid, including any interest payments thereon. If the rate of interest stated in the preceding sentence exceeds the maximum rate of interest that the applicable state law allows, then the rate of interest that will be assessed is the state maximum. In the event Buyer does not pay within the terms of the order, all collection costs incurred by Seller, including attorneys' fees will be paid by Buyer.

Payment for the sale of Products shall not be subject to offset, deduction or back charges by Buyer, unless such offset, deduction or back charge is expressly accepted in writing by an authorized representative of Seller. Any sums that have been deducted by Buyer in violation of this paragraph shall be considered overdue and are subject to the above interest charge. The Price set forth in the order and all payments due to Seller from Buyer shall be in the lawful currency of the United States of America. Notwithstanding the foregoing or any term in the accompanying quotation, order or acknowledgement to the contrary, to the extent that any time prior to shipment Buyer does not meet Seller's credit approval, Seller may require advance payments and/or payment in full from Buyer prior to shipment of the Product.

4. DEFAULT; CANCELLATION

Products are custom and made-to-order, and Buyer cannot cancel an order. If Buyer fails to perform any of its obligations hereunder, including without limitation, failure to make payments as provided in Section 3 or otherwise, or if Buyer fails to promptly give reasonable assurances of future performance when requested by Seller, then Seller may, upon fifteen (15) days' written notice to Buyer, declare Buyer to be in default and Seller may suspend performance of its obligations hereunder without liability and retain all rights and remedies Seller may possess at law, in equity and/or as provided in these Terms & Conditions.

5. PERMITS, FEES, LAWS

Buyer shall secure and pay for all permits and fees necessary for the delivery and installation of the Products and/or the equipment into which the Products are installed. It is Buyer's duty to ascertain that the Products proposed by Seller and their subsequent installation and use are in accordance with applicable local laws, statutes, ordinances and

building codes. Seller shall not be responsible for compliance of the Products or the equipment into which the Products are installed to such laws, but shall to the extent reasonably possible, promptly notify Buyer of any discrepancies that come to Seller's attention.

6. SHIP DATES; DELIVERY TERMS; TITLE; RISK OF LOSS

The scheduled dates for shipment of the Products are estimates based on production loading and/or third-party manufacturer's estimates at the time of order. Shipping schedules begin upon receipt of a purchase order, Seller's credit approval, and any required down payments. Upon notification from Seller that Product is ready for shipment, Buyer must meet all obligations hereunder, including but not limited to payment, providing for delivery of the Product to the designated location, site preparation and all other obligations noted herein or in the acknowledgment. Delivery shall be made FOB to Seller's manufacturing facility (the "Delivery Point") using Seller's standard methods for packaging and shipping such Products. Buyer shall take delivery of the Products promptly following Seller's written notice that the Products have been delivered to the Delivery Point. Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Products at the Delivery Point. Buyer shall be responsible for all freight and other costs and expenses related to the transport of the Product from the Delivery Point to the Buyer. Title and risk of loss passes to Buyer upon delivery of the Products at the Delivery Point.

Partial shipments shall be allowed at the sole discretion of Seller; however, Buyer understands and agrees that the quoted Price is based upon Seller shipping all Products when completed by Seller. If multiple or partial shipments are required by Buyer, Buyer must notify Seller in advance of such requirement. If multiple or partial shipments are requested or are necessary because of acts or omissions on the part of Buyer, then Seller reserves the right to adjust the Price to reflect any additional costs that Seller may incur as a result of such multiple or partial shipments.

7. DELAYS, FORCE MAJEURE; SUSPENSIONS

If Seller is delayed at any time by the acts or omissions of Buyer, its agents, subcontractors or material suppliers, or by any Force Majeure defined below then the period of performance shall automatically be extended to accommodate Seller's revised engineering and production schedules, material purchases and/or labor re-mobilization. "Force Majeure" means circumstances beyond the respective parties reasonable control, including without limitation, acts of God, acts of public enemies, wars, other hostilities, blockades, insurrections, riots, epidemics, quarantine restrictions, floods, unavailability of components or supplies, lightning, fire, storms, earthquakes, washouts, arrests, restraints of rulers and people, civil disturbances, acts of any governmental or local authority, and any other acts and causes, not within the control of the party claiming excuse from performance, which by the exercise of due diligence and reasonable commercial effort, that party shall not have been able to foresee, avoid or overcome.

8. INSTALLATION

Buyer is responsible for the installation of the Products including, without limitation, all civil engineering work and foundations, unloading, unpacking and proper positioning of Products in Buyer's equipment and the costs of the foregoing. Seller's service department can make a service representative available for consultation on site to assist with the Buyer's responsibilities

above if so desired. This service will be priced at Seller's usual and customary daily service rates as announced from time to time plus reasonable expenses and will be subject to separate terms and conditions.

9. LAWS/SAFETY STANDARDS

The Buyer and end user are the parties responsible under the terms of all applicable Federal, state, local and regional laws applicable to the sale of Products including the Occupational Health and Safety Act of 1970, or the industrial safety laws applicable to the facility where the Products are installed, to ensure the Products and the equipment into which the Products are installed meet such requirements, and Seller hereby disclaims any liability for any violations of the Act or other applicable or regulation law that may be imposed respecting the Products furnished under any sale. Buyer shall train, require and cause its employees to (i) comply with directions set forth in maintenance, safety and operation instructions, manuals, drawings, safety notices and warnings and other instructions that might be furnished by Seller; (ii) use, reasonable care and all safety equipment and applicable safety guards

and safety systems in the set-up, adjustment, operation and maintenance and repair of the Products and the equipment into which the Products are installed; (iii) not remove, or permit anyone to remove any safety equipment, safety feature or warning signs from the Products and the equipment into which the Products are installed nor permanently remove or disable any guards or safety

features; and (iv) assure that the Products and the equipment into which the Products are installed are used in accordance with all applicable laws, regulations, customs, permits and standards in force.

10. INSPECTION AND ACCEPTANCE

Buyer shall inspect the Products within 30 days of delivery of Products to the Delivery Point ("Inspection Period"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Products during the Inspection Period and furnishes such written evidence or other documentation as required by Seller.

"Nonconforming Products" means only the following: (i) product shipped is different than identified in Buyer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents. If Buyer timely notifies Seller of any Nonconforming Products, Seller shall, in its sole discretion, (i) replace such

Nonconforming Products with conforming Products, or (ii) credit or refund the Price for such Nonconforming Products, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its risk of loss, the Nonconforming Products to the Delivery Point, and Seller shall reimburse any reasonable shipping expenses in connection

therewith, subject to the prior written approval by Seller of such shipping expenses, which approval shall not be unreasonably withheld, conditioned or delayed. If Seller exercises its option to replace the Nonconforming Products, Seller shall, after receiving Buyer's shipment of Nonconforming Products, ship to Buyer, at Buyer's expense and risk of loss, the replaced Products to the Delivery Point. Buyer acknowledges and agrees that the remedies set forth in this Section 11 are Buyer's exclusive remedies for the

delivery of Nonconforming Products. Except as provided under this Section 11 all sales of Products to Buyer are made on a one-way basis and Buyer has no right to return Products purchased to Seller.

11. GOVERNING LAW/FORUM/WAIVER OF JURY TRIAL

These Terms & Conditions and all related documents, including all purchase orders, and all matters arising out of or relating to these Terms & Conditions are governed by, and shall be construed in accordance with, the laws of the State of Maryland, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Maryland. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

Each of Buyer and Seller irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against any other party in any way arising from or relating to this Agreement and all contemplated transactions, including, but not limited to, contract, equity, tort, fraud and statutory claims, in any forum other than the courts of the

State of Maryland sitting in Baltimore County, and any appellate court from any thereof. Each of Buyer and Seller irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the courts of the State of Maryland sitting in Baltimore County. Each of Buyer and Seller irrevocably and unconditionally waives any objection to the laying of venue of any suit, action or proceeding in such courts and irrevocably waives and agrees not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Each of Buyer and Seller agrees that a final judgment in any such action, litigation or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

Each of Buyer and Seller acknowledges and agrees that any controversy which may arise under these Terms & Conditions is likely to involve complicated and difficult issues and, therefore, each of Buyer and Seller irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to these Terms & Conditions or the transactions contemplated hereby.

12. LIMITED WARRANTY

Seller warrants to Buyer that for a period of one (1) year from the date of shipment of the Products ("Warranty Period") that the Products will be free from defects in material and workmanship, and further warrants and agrees to promptly replace all defective parts during the Warranty Period.

EXCEPT FOR THE WARRANTY SET FORTH ABOVE, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; OR (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE

Immediately upon identifying a problem of any kind, Buyer will notify Seller's Customer Service Department in writing. Buyer will make such visual inspections and perform such specific tests as directed by Seller, and report results of said inspections and tests to Seller who will then determine what adjustments, repairs and/or parts replacements are required. If said adjustments, repairs and/or parts replacements can be performed by a shop person with average mechanical skills using commonly available shop tools, then Buyer will make such adjustments, repairs and/or parts replacement at the direction of Seller. If adjustments, repairs and/or parts replacement are deemed by Seller to require technical expertise and skills or special tools and equipment, then Seller or its assigned contractor will promptly affect the repair.

When replacement parts are required, Better Engineering agrees to dispatch such parts as soon as possible via ground at Seller's expense or, at the request of Buyer, via air freight) at Buyer's expense. Within 30 days following receipt of replacement parts, Buyer will return failed parts to Better Engineering using an RGA number issued by a Better Engineering Customer Service Representative. If Better Engineering determines that failure was caused by negligence of Buyer, then Buyer will be invoiced for such replacement parts and handling with said invoice due and payable within 30 days of invoice date. Should Buyer not pay Better Engineering for such replacement parts and handling or neglect to return failed parts when due, then other warranty claims will be denied until past due invoices are paid in full.

Buyer must not attempt any adjustment, repair and/or parts replacement without first notifying Seller. Should Buyer attempt such repair without notification to Seller, then the warranty becomes void with respect to the specific repair and any subsequent failures attributable to said repair as determined by Seller. Buyer must service its machinery as set forth in the Better Engineering Operating Manual and bear the expense of any adjustments, repairs and/or parts replacement necessitated by negligence on part of Buyer. Better Engineering assumes no liability for loss of business or other losses or expenses sustained by Buyer that result from non-performance or downtime of machinery.

THE REMEDIES SET FORTH ABOVE SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH ABOVE.

13. LIMITATION OF LIABILITY

IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THESE TERMS, WHETHER OR NOT THE POSSIBILITY OF SUCH

DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY BUYER OR COULD HAVE BEEN REASONABLY FORESEEN BY BUYER, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE PRODUCTS SOLD HEREUNDER.

14. INDEMNITY

Buyer agrees to indemnify and hold harmless Seller and its vendors from any and all claims or liabilities asserted against Seller or its vendors in connection with the manufacture, sale, delivery, re-sale, or repair or use of any Product furnished under these governing Terms & Conditions arising in whole or in part out of or by reason of the failure of Buyer, its agents, servants, employees or customers to follow directions, instructions, warnings or recommendations furnished by Seller or its vendors in connection with such equipment, or by reason of the failure of Buyer, its agents, servants, employees or customers to comply with all federal, state or local laws and regulations applicable to such equipment, including the Occupational Safety and Health Act of 1970, or by reason of the negligence of Buyer, its agents, servants, employees or customers.

15. PURCHASE MONEY SECURITY INTEREST

Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the applicable state(s) Uniform Commercial and/or similar laws in any applicable foreign jurisdiction. The Buyer agrees and hereby does appoint the Seller as attorney in fact to do, at the option of Seller, all acts and things the Seller may deem desirable to perfect and continue to perfect the purchase money security interest, including Seller's authority to file financing statements naming Buyer as debtor and Seller as secured party without Buyer's signature in those states where such filings are permitted. At the Seller's option, there shall be no delivery of any of the Products until all documents necessary to perfect the purchase money security interest have been executed to the Seller's satisfaction. All costs and expenses of Seller, including attorneys' fees for the preparation and recordation of documents deemed necessary and appropriate to establish and perfect the purchase money security interest, shall be the responsibility of the Buyer and shall be immediately payable by the Buyer upon receipt of Seller's invoice for same. These interests shall be satisfied by payment in full of the Price.

16. MISCELLANEOUS

These Terms & Conditions supersede and replace any and all prior or contemporaneous agreements, understandings, arrangements or representations, whether oral or written heretofore made between the parties and relating to the subject matter hereof, and constitutes the entire understanding of the parties with respect to the sale of Products by Seller to Buyer. If either party, at its option, agrees to a waiver of any of the terms and conditions recited herein, such waiver shall not for any purpose be construed as a waiver of any succeeding breach of the same or any other terms and conditions; nor shall such a waiver be deemed as a course of conduct. If any provision or clause, or portion thereof, of these Terms & Conditions, or application thereof to any person or circumstances is held invalid or unconscionable, such invalidity or unconscionability shall not affect other provisions, or portions thereof, or applications of these Terms & Conditions which can be given effect without the invalid or unconscionable provision, or portion thereof, or application, and to this end the provisions of these terms and conditions are declared to be severable. Captions headings in these Terms & Conditions are strictly for the purpose of convenience and general reference only, and shall not affect the meaning or interpretation of any of the provisions herein. Except as required to obtain necessary licenses or governmental approvals, each party shall obtain the written approval (which approval shall not be unreasonably withheld) of the other in advance of the disclosure of any news releases, articles, brochures, advertisements, prepared speeches and other information releases, relating to the subject matter hereof or the work performed or to be performed hereunder.