

TERMS AND CONDITIONS OF SALE

Standard Terms

The following are terms and conditions under which products and services are sold by PortaCo, Inc. (PortaCo). The terms and conditions herein supersede all prior proposals, negotiations and representations.

1. Delivery

Unless otherwise agreed, products shall be delivered to Purchaser FOB PortaCo's factory in Moorhead, MN. Title and risk of loss shall pass to Purchaser upon receipt by the carrier.

2. Shipping

Unless otherwise agreed shipping will be made by best way as determined by PortaCo. Shipping charges are to be added to the sale and paid by the Purchaser unless otherwise arranged. Purchaser shall provide shipping location and instructions at the time of sale. Shipments will not be insured unless requested and paid by the purchaser.

3. Taxes

Prices do not include sales, use or other taxes. To the extent permitted by law, any tax imposed by any federal, state, foreign or local authority which PortaCo may be required to collect or pay in connection with the products or related services shall be paid by the Purchaser. If the purchaser is exempt from paying taxes a certificate stating the status must be provided to PortaCo at the time of or prior to the sale.

4. Payment

Unless otherwise agreed customers with approved credit will make payment for products, services, taxes and freight in full 30 days after delivery (Net 30). Customers without established credit may be required to make a deposit or payment in full before delivery. Late payments will result in a charge of 1-1/2% per month (18% per annum) on the unpaid balance.

5. Warranty

PortaCo makes no warranties, express or implied, concerning the products that it manufactures or sells except for the warranties, if any, stated in the product manual that accompanies the product. A description of the warranty policy and procedure is also available on the PortaCo website <http://gtg-web11-portaco.pironet-ndh.com/about-us/warranty/> PortaCo shall not be held liable for any special or consequential damages arising from Purchasers use or sale of products or services.

6. Governing law

This agreement shall be exclusively governed by and construed and interpreted in accordance with the laws of the State of Minnesota.