



All Fagus GreCon Systems are Factory Mutual Approved and features a State-of-the-Art Control Panel. It is completely programmable and designed not only to detect, count, and extinguish sparks in the system, but to give you a visual status of operation. All system events are recorded in the console's memory.

Extinguishment systems require clean (potable) water with minimum 60-PSI dynamic pressure, at the valve and a flow rate of 24 GPM/nozzle. It is the responsibility of the customer to ensure that these conditions can be achieved. If adequate water pressure is not available, a pressure booster system is offered as an option.

See SPECIAL TERMS for technical start-up assistance and training conditions.

Fagus GreCon Inc Terms & Conditions

1. **Acceptance:** The equipment quoted by Fagus GreCon Inc in this Proposal is offered for sale to Customer subject to the terms and conditions set forth below. This Proposal (including these terms and conditions) shall become the exclusive agreement between Fagus GreCon Inc and Customer for all equipment sold pursuant to this Proposal (collectively, the "Equipment") when Customer's order is received and accepted by Fagus GreCon Inc. Any term or condition of Customer's order which is additional to or inconsistent with the terms and conditions set forth below shall not be binding to Fagus GreCon Inc and shall not be considered applicable to the sale of the Equipment unless specifically accepted in writing by Fagus GreCon Inc. All orders by Customer are subject to Fagus GreCon's acceptance and no such order shall be considered a binding contract until such acceptance is made in writing by an authorized employee of Fagus GreCon.

2. **Price and Terms:** The purchase price for the Equipment (determined in accordance with this Proposal) shall be set forth in Customer's order. A mutually agreed down payment must accompany the order. The balance of the purchase price is payable Net 30 days after shipment, or as mutually agreed upon in writing. Work in progress, partial shipments will be invoiced at Net 30 days after shipment. Fagus GreCon Inc reserves the right to suspend and/or cancel credit extended to Customer at any time and without notice if, in Fagus GreCon's sole discretion, Customer's financial condition warrants such action. Prices do not include installation, freight, insurance, customs duties or value-added, federal, state, local, sales, excise or use taxes which may apply, all of which shall be paid by the Customer. Past due balances are subject to late charges at the lesser of 1½% per month or the highest rate allowed by applicable law.

3. **Delivery and Risk of Loss:** Equipment shall be shipped, and prices are stated Ex Works point of shipment (Incoterms 2010). Title, possession, and risk loss shall pass to Customer upon tender of delivery at the Ex-Works point. The customer shall be responsible for filing and pursuing insurance claims against carrier.

4. **Cancellation:** Canceled orders are subject to a fee equal to Fagus GreCon's incurred costs (based upon percentage of material supplied and labor completed) through the date Customer's cancellation notice is received by Fagus GreCon Inc.

5. **Software License:** If Equipment includes embedded software, the purchase price includes a perpetual, non-exclusive, nontransferable license to use the software for its intended purpose. Fagus GreCon Inc retains all other rights in the software. The customer shall ensure that the software and related documentation are not transferred or otherwise made available to any third party.

6. **Warranty:** Fagus GreCon Inc warrants that Equipment shall perform in accordance with Fagus GreCon's published specifications for a period of one (1) year from date of installation or fifteen (15) months from date of shipment, whichever occurs first. Fagus GreCon Inc also warrants that Equipment shall be free from defects in material and workmanship under normal use for one (1) year from date of shipment. This Warranty shall be void if the Equipment is not installed, operated, maintained, repaired, and serviced in accordance with the Installation and Operation Manual accompanying the Equipment ("Manual"). This Warranty is provided only to the original end-user of the Equipment. Transfer or resale of the Equipment shall automatically terminate Warranty coverage with respect to the Equipment. This Warranty is not transferable. Fagus GreCon's obligation and Customer's remedy under this Warranty is limited, at Fagus GreCon's election, to the replacement of any defective component, cure of any defect or refund of amounts paid for the Equipment. In no event shall Fagus GreCon's liability under this Warranty exceed the purchase price for the Equipment in connection with which the claim is made. This Warranty shall be void if the Equipment has been altered, mishandled, misused, or

damaged. Defective components shall be shipped freight prepaid to Fagus GreCon's factory. Customer shall pay inbound and outbound freight and insurance on all components returned to Fagus GreCon for repair or replacement. THIS WARRANTY IS EXCLUSIVE. SUBJECT TO THIS WARRANTY, THE EQUIPMENT IS APPROVED AND ACCEPTED BY CUSTOMER "AS IS." FAGUS GRECON MAKES NO OTHER WARRANTY OF ANY KIND, WRITTEN OR ORAL, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.

7. Limitation of Liability: Customer releases Fagus GreCon INC from, and agrees, that in no event, shall Fagus GreCon INC be liable for any direct, indirect, special, incidental or consequential damages, including lost profits, death, or personal injury, or loss of use or other economic loss, arising in tort, contract or otherwise. Customer acknowledges that its sole remedy is under the Warranty set forth in section 6 above. If Equipment is a Spark Detection System, the following additional limitations apply. Customer acknowledges that the system does not preclude the possibility of fire or explosion. Instead, the purpose of the system is to detect and attempt to extinguish sparks at the source of detection. Additional fire and explosion suppression systems, flame barriers, or explosion venting may be necessary or advisable to reduce fire and explosion risks. Reasonable efforts have been made to insure reliability of the system to the extent possible under technology currently available. Customer acknowledges, however, that the technology is of such complexity that it may have inherent or latent defects. In addition, machine and operator variables will influence performance of the system. Fagus GreCon Inc cannot and does not warrant the detection or elimination of all sparks.

8. Security Interest: Customer grants to Fagus GreCon a continuing lien and security interest in the Equipment until all Fagus GreCon Inc invoices are paid in full. Fagus GreCon shall have all rights and remedies of a secured party under the applicable state's Uniform Commercial Code ("UCC"), in which case Customer is the "Debtor" and Fagus GreCon is the "Secured Party." Customer expressly authorizes Fagus GreCon to file any UCC financing statements with respect to the Equipment and to notify other secured parties to obtain priority over any competing security interest in the Equipment.

9. Protection of Proprietary Information: The Equipment, embedded software and the Manual include patented and unpatented technology and trade secrets and copyrighted material (collectively, the "Proprietary Information"). The customer shall not make Proprietary Information available in any form to any person other than the customer's employees and contractors whose job performance requires access. Customer shall not attempt to override built-in software protection mechanisms. Customer shall not attempt to reverse-engineer or otherwise copy or use any "Proprietary Information", except in accordance with the Manual. Customer agrees to honor all copyright, trademark and other legends affixed to the Equipment, embedded software, and Manual.

10. Copyright and Indemnity: Fagus GreCon Inc shall indemnify and hold Customer harmless against any claim that Equipment infringes a third-party patent, if The customer notifies Fagus GreCon Inc promptly in writing and grants Fagus GreCon Inc control of defense of the claim.

11. Indemnity Obligation: Customer shall defend, indemnify and hold harmless Fagus GreCon Inc and its directors, officers, employees, agents and insurers from and against all losses, expenses (including without limitation attorney fees at trial and on any appeal), damages, claims, demands, lawsuits and other liabilities of any kind or nature, whether arising in contract, tort or otherwise, resulting from or relating to any (a) negligence or willful misconduct

of the customer, its employees or agents, (b) misuse, alteration, neglect, improper installation, improper maintenance or improper repair of any Equipment or (c) installation or use of any Equipment otherwise not conforming in any respect with the Manual.

12. General Provisions: No consent or waiver granted by a party shall constitute a subsequent consent or waiver. The customer shall pay all costs incurred by Fagus GreCon Inc to collect delinquent payments, regardless of whether litigation is instituted, including collection agency fees, attorney fees and court costs. The laws of the State of North Carolina, without regard to choice of law provisions, shall apply to and bind Fagus GreCon Inc and the customer in any and all questions arising hereunder regardless of the jurisdiction in which any action or proceeding may be instituted or maintained. The customer consents to jurisdiction of the courts of the State of North Carolina and the venue within North Carolina courts in the County.

13. Severability: If a court of competent jurisdiction finds any term or condition set forth above to be invalid or unenforceable for any reason as to any person or circumstance, then the term shall continue in effect only to the extent that it remains valid, and the court's finding shall not render that term invalid or unenforceable as to any other person or circumstance, and all other terms and conditions set forth above shall remain valid and enforceable.

**Fagus GreCon, Inc.
648-A Griffith Road
Charlotte, NC 28217**

Customer hereby accepts the foregoing proposal of Fagus GreCon, Inc. and acknowledges receipt of, and agreement to Fagus GreCon's enclosed terms of sale including, but not limited to, Fagus GreCon's limited warranty, disclaimer, and limitation of remedy. Customer understands that this proposal is not binding upon either party until also signed below by Fagus GreCon's Technical Sales Director or other authorized party of Fagus GreCon, Inc.

Customer: *(fill in customer name)*

By: _____

Sign: _____

Title: _____

PO #: _____

Date: _____

Approval of Customer acceptance by Fagus GreCon, Inc:

By: _____
Technical Sales

Date: _____