

**UNITED DAIRY MACHINERY CORPORATION
PURCHASE ORDER TERMS AND CONDITIONS**

1. OFFER and ACCEPTANCE Any purchase order made by UNITED DAIRY MACHINERY CORPORATION ("UNITED DAIRY MACHINERY CORPORATION", "we" or "us") includes and is expressly limited to these terms and conditions and all specifications, drawings, data and additional special terms and conditions contained herein, attached hereto or incorporated herein by reference ("Specifications"). Your ("Seller") acceptance of UNITED DAIRY MACHINERY CORPORATION's order becomes a binding contract when it is accepted by you. Either an acknowledgment by Seller or the commencement of performance by Seller shall constitute acceptance. Acceptance may only be on the exact terms and conditions set forth herein. No condition stated by Seller in accepting any order made by UNITED DAIRY MACHINERY CORPORATION shall be binding on us if different from or in addition to the conditions set forth herein unless agreed to in writing by us and signed by an authorized officer of UNITED DAIRY MACHINERY CORPORATION. If an order follows an offer by Seller setting forth Seller's conditions of sale, our acceptance of Seller's offer is expressly conditioned on Seller's assent to the additional or different conditions set forth herein. Prior to or in the absence of Seller's assent to UNITED DAIRY MACHINERY CORPORATION conditions, there shall be no agreement in effect between Seller and UNITED DAIRY MACHINERY CORPORATION.

2. PRICE Unless otherwise specified, the prices set forth in an order includes all applicable federal, state and local taxes and all shipping costs, duties and other charges.

3. DELIVERY SCHEDULE TIME IS OF THE ESSENCE UNDER ANY ORDER MADE BY UNITED DAIRY MACHINERY CORPORATION. Failure of Seller to make delivery of the Deliverables within the time specified on an order, or within any extension agreed to in writing by us, shall constitute a breach. Seller shall immediately notify UNITED DAIRY MACHINERY CORPORATION in writing of any circumstance, event or occurrence which Seller believes or has reason to believe may result in the inability of Seller to deliver the Deliverables set forth on an order on time. UNITED DAIRY MACHINERY CORPORATION, at its option, may accept delivery at an earlier or later date or dates, but such acceptance shall not be deemed to waive any right or remedy available to UNITED DAIRY MACHINERY CORPORATION under an order. In the event of a breach, UNITED DAIRY MACHINERY CORPORATION may, in addition to its other rights and remedies, reject any Deliverables and/or terminate its order in whole or in part, and purchase substitute goods and/or services elsewhere and charge Seller with any Loss incurred. The term "Loss" means every loss, liability, cost, damage and expense, including attorney's fees and court costs. The term "Deliverables" means all goods and services to be delivered or provided as specified in UNITED DAIRY MACHINERY CORPORATION order, including, by way of example only, all materials and components, services, installation, inspection and testing and all other materials and labor required to deliver and provide the Deliverables. If no time is specified in an order, we may, by reasonable advance notification to you, terminate an order in whole or in part if Seller fails to make delivery of the Deliverables within a reasonable time after the date of an order.

4. OVERSHIPMENTS UNITED DAIRY MACHINERY CORPORATION will have no obligation to accept or pay for any Deliverables delivered or provided by Seller in excess of that specified in an order. UNITED DAIRY MACHINERY CORPORATION may return excess Deliverables to Seller, and Seller shall promptly reimburse UNITED DAIRY MACHINERY CORPORATION for all costs and expenses incurred by UNITED DAIRY MACHINERY CORPORATION with respect thereto.

5. SHIPPING POINT AND TRANSPORTATION Unless otherwise provided in an order, Seller shall have title and bear the risk of any loss or damage to any Deliverables purchased hereunder until they are received by us at the destination specified in an order, or if no destination is specified, at UNITED DAIRY MACHINERY CORPORATION principle place of business. Upon such receipt, title shall pass from Seller and Seller's responsibility for loss or damage shall cease except for loss or damage resulting from Seller's negligence. Passing of this title upon such receipt shall not constitute acceptance of any Deliverable by UNITED DAIRY MACHINERY CORPORATION. All Deliverables shall be suitably packaged and prepared for shipment to secure the lowest transportation rates and compliance with standard carrier regulations.

6. INVOICES AND PAYMENT Invoices shall be submitted immediately upon each shipment of Deliverables (unless otherwise agreed to by UNITED DAIRY MACHINERY CORPORATION and Seller) to UNITED DAIRY MACHINERY CORPORATION accounts payable department. All invoices must show UNITED DAIRY MACHINERY CORPORATION purchase order number and item numbers supported by the invoice. Taxes must be separately itemized. Payment shall be made per the terms established on an order. Payment is subject to any adjustment for shortage or rejection of supplied Deliverables. Freight and other charges shall be itemized and presented with appropriate justification.

7. DEFECTIVE OR NONCONFORMING GOODS All Deliverables delivered hereunder are subject to final inspection and acceptance at UNITED DAIRY MACHINERY CORPORATION destination. Such inspection will be made within a reasonable time after delivery. If any Deliverables are found to be defective or otherwise not in conformity with the requirements of an order, UNITED DAIRY MACHINERY CORPORATION, in addition to its other rights and remedies, may reject all or some of such Deliverables and require either their replacement or a refund if payment has already been made. Payment for any Deliverables hereunder shall not be deemed an acceptance thereof.

8. CHANGES; CANCELLATION UNITED DAIRY MACHINERY CORPORATION may, at any time, by written notice to Seller, terminate, reduce or make changes to an order in regards to shipping instructions, quantities and delivery schedules. Upon such notice being

given, Seller shall proceed promptly to make such changes in accordance with the terms of UNITED DAIRY MACHINERY CORPORATION written change order, including, without limitation, ceasing work in the case of a cancellation (including the manufacturing and/or procuring of materials for the fulfillment of an order) in accordance with and the extent specified in such notice. In such event, all work completed by Seller hereunder before the giving of such notice, shall be paid for on a percentage of completion basis (subject to acceptance by UNITED DAIRY MACHINERY CORPORATION as herein provided). In the case of any other change, if such change causes an increase or decrease in the cost of performance of an order, or in the time required for performance, an equitable adjustment shall be made in the purchase order price or the performance schedule or both and the original order shall be amended in writing accordingly. Any claim by Seller for adjustment under this provision shall be asserted in writing within 30 days from the date of the written order effecting the change. In the absence of such notification, UNITED DAIRY MACHINERY CORPORATION shall not be obligated to consider Seller's claim for an equitable adjustment resulting from the change. In no event shall we be obligated to consider any claim for an increase in price after final payment to Seller is made.

9. RETURNS Deliverables may be returned by us within a reasonable time after delivery upon inspection.

10. WARRANTIES In addition to and without prejudice to all other warranties, expressed or implied by law, Seller warrants that all Deliverables delivered or specified within an order (i) will conform to all Specifications, (ii) will be free from all defects in material and workmanship, and (iii) will be fit for the purposes for which they are intended. All warranties, express or implied, shall survive inspection, acceptance and payment. In the event of Seller's breach of any such warranty, in addition to other rights and remedies available to UNITED DAIRY MACHINERY CORPORATION, at law or in equity, UNITED DAIRY MACHINERY CORPORATION may return any Deliverables for a full refund, or direct Seller to promptly correct the breach by repairing or replacing the applicable items. Seller warrants that it has and will convey to UNITED DAIRY MACHINERY CORPORATION good and marketable title to the Deliverables subject to an order and that all such Deliverables are and shall be free from any third party liens or claims.

11. INDEMNIFICATION Seller shall indemnify, defend, protect and hold harmless UNITED DAIRY MACHINERY CORPORATION from any and all actions, claims, costs, damages, expenses, fees (including attorney fees), investigations, liabilities, losses or suits arising out of or related to (A) any breach of any obligation, representation, warranty or covenant of Seller pursuant to any order by UNITED DAIRY MACHINERY CORPORATION, or (B) the Deliverables provided or to be provided pursuant to UNITED DAIRY MACHINERY CORPORATION order, including but not limited to losses which (i) involve any actual or alleged injuries, death, property damage or any other damage of any kind resulting in whole or in part from defective or allegedly defective goods or services; (ii) involve any actual or alleged infringement of any intellectual property rights by reason of the use or sale of any Deliverables, (iii) involve any actual or alleged violation of any law, regulation, rule or ordinance relating to the use or sale of any Deliverables, or (iv) involve any claims of Seller, its agents, representative contractors or employees relating to any actual or alleged injuries, death, property damage or any other damages of any kind sustained in providing the Deliverables.

12. LIMITATION OF LIABILITY UNITED DAIRY MACHINERY CORPORATION shall not be by any reason of termination, cancellation or breach of an order be liable to Seller for any compensation, reimbursement, or damages, including in particular but not limited to any special, incidental, or consequential damages, either on account of present or prospective profit on sales or anticipated sales, or on account of expenditures, investments or commitments.

13. EXPORT & IMPORT To the extent required by law, UNITED DAIRY MACHINERY CORPORATION and Seller shall cooperate with one another to submit to applicable customs authorities, all information and documentation necessary to comply with applicable customs and export and import requirements of each country into which goods will be exported and each country into which they will be imported.

14. ASSIGNMENT Your rights and obligations hereunder may not be assigned without our prior written consent. Any purported assignment in violation of this section shall be void.

15. NON-WAIVER Our failure at any time to require strict performance by you of any of the provisions herein shall not waive or diminish our right thereafter to demand strict compliance therewith or with any other provisions. Waivers of any default shall not waive any other default.

16. APPLICABLE LAW The rights and duties of the parties shall be governed by the laws of the State of New York. All disputes between UNITED DAIRY MACHINERY CORPORATION and Seller relating to the subject matter of an order or the Deliverables shall be resolved exclusively in the federal and state courts located in Onondaga County, New York and each party hereby irrevocably consents to the personal and subject matter jurisdiction of such courts with respect thereto.

17. ENTIRE AGREEMENT The terms and conditions set forth herein represent the entire agreement between the parties hereto with respect to the subject matter hereof and supersede all prior communications, representations or agreements, whether written or oral.