

September 1st, 2007

As used herein, "the Company" is understood to mean Rogan Incorporated.

TERMS - All orders are subject to credit approval. Payment on all equipment is NET 30 days from shipment, service fees due in 10 days of completion and all construction cost are due upon completion unless otherwise specified in the quotation. All invoices past due are subject to finance charge of 1.5% per month, which is 18% per annum. All equipment shall remain the property of the company until the invoice is paid in full. Failure of payment within the specified terms may void all warranties and discounts offered. In addition, the Company shall be under no responsibility to send a service representative to the Buyer's facility should the balance owed to the Company be more than thirty (30) days past due. In the event that Company initiates any legal proceedings to collect any amount owed by Buyer, the Buyer agrees to pay all of Company's reasonable legal fees and expenses. The following terms and conditions shall apply to all service performed for Buyer, including Call Service and Contract Service. Call Service is all field service not performed under an existing contract. The Buyer understands that the terms and conditions set forth below shall be controlling, and any additional and/or inconsistent terms and conditions set forth in any acknowledgment, purchase order, or acceptance documents requested from and/or provided by the Buyer shall be of no force or effect. Visa and MasterCard credit cards are accepted. Customer checks that are returned for insufficient funds will be charged \$50 for each occurrence.

VEHICLE SCALES - Orders require a 50% deposit with the balance due 30 days from shipment unless specified in the quotation.

PRICES / RATES - All prices are subject to change without notice and are FOB factory.

RATES - Rates charged for services to be performed are those set forth in the Company's published and currently issued price lists. Rates for services not covered under contract shall be those in effect at time of providing services. Prices for billable parts shall be those in effect at the time of installation in Buyer's equipment. Quoted rates/prices do not include any applicable taxes, and any such taxes shall be billable to the Buyer as separate items.

INSURANCE - The Company maintains the following insurance coverage:

- a. Workers' Compensation and Employer's Liability.
- b. Comprehensive general liability (including contractual liability, products, and completed operations).
- c. Automobile liability (including owned, hired and non-owned automobiles).

QUOTATIONS - Equipment and / or services offered in this quotation are based on information provided in discussions, drawings, specifications or a combination. We have made a good faith effort to meet the requirements, as we understand them. If an order results, and in providing samples, drawings and developing final details, it is discovered that the requirements or conditions are different than expected, pricing will change accordingly. All written quotations received from the Company are valid for a period not to exceed 30 days, unless extended in writing. Quoted delivery dates are estimated and subject to change due to events beyond our control. Any prices for freight quotations are an estimation and subject to change.

GATE PASSES - The Company's field service representatives are neither required nor authorized to sign gate passes or similar documents of Buyers howsoever characterized that include conditions which in any way impose liabilities inconsistent with the limitation of liability stated herein or otherwise modify the undertakings of the Company under these terms and conditions.

BASIC ORDERING INFORMATION - To ensure your order is processed correctly please use our part numbers. Purchase orders may be submitted via telephone, fax, mail or e-mail. If your order is not acknowledged it is important to follow up with the original purchase order clearly marked "confirmation, do not duplicate", in the event transmission of the fax or E-mail was improper or not received. If your order is to match a previous order, it must be clearly stated on your order, with reference made to our original invoice or order number and date. The Company is not responsible to supply materials or other items that may be discontinued. When an order is placed by the buyer the buyer agrees to the company standard terms and conditions.

ORDER ACKNOWLEDGMENTS - Orders accepted by the Company will be acknowledged if requested. The buyer is responsible for verifying the acknowledgment to insure that all information is correct. Unless the Company is notified immediately of any discrepancy or error on our order acknowledgment, the Company assumes no responsibility for product delivery other than in accordance with the acknowledgment. If your requested acknowledgment is not received within a few days from the date or order, please advise us immediately.

ORDER CHANGES AND CANCELLATIONS - Once the Company accepts and / or acknowledges an order, it is fully binding. In the event the buyer request changes or cancellation of the order the request must be submitted in writing, approved and acknowledged by the company. Buyer will be responsible for all labor, materials, and/or other expenses we have incurred due to the change or cancellation.

SHIPPING - All prices are FOB, factory. Buyer should advise preferred shipping and routing with each order. If no carrier is requested by name, or if named carrier does not serve our particular factory or consignee location, we will ship by the method deemed most practical, but will not be responsible for any differences in freight charges. All delivery dates noted are approximate. Orders shipped later than the factory scheduled delivery date are free from any penalties imposed by the buyer. From the time the carrier signs for shipment, the Company no longer has title to the merchandise, and the carrier becomes the agent of the consignee. Disposition of shipments refused by consignee is the responsibility of the consignee and/or buyer. Any additional shipping charges incurred by the Company for matters such as C.O.D. fees, inside delivery, etc., will be billed to the buyer.

SHORTAGES OR DAMAGE CLAIMS - The Company is not responsible for loss or damages incurred in transit. Before accepting merchandise from the carrier, the consignee should inspect and note any loss or damage on the delivery receipt. If there is loss or damage, a report should be made immediately to the company and with the carrier. If damage or loss is discovered after delivery, the carrier should be notified immediately for an inspection of concealed damage as well as for instructions in filing a freight claim. Concealed damage claims must be filed with carrier within 5 days of receipt of goods. Shortages other than loss in transit, or any variance in the specifications of the order must be reported to the Company within 5 days of receipt of goods. Failure to make such claim shall constitute acceptance of the merchandise and a waiver of any defects, errors or shortages. The Company liability shall be limited to the selling price of any defective goods, and shall at no time include profits or loss of profits. All replacement orders for freight-damaged a completed and signed copy of the carrier's inspection report must accompany merchandise.

RETURNS - The Company will accept no returned merchandise for exchange credit or repair unless prior consent is given. Unauthorized returns will be refused and returned to the consignee freight collect. Where returns are authorized, the Company will issue shipping instructions which must be used with such returns indicating any restocking and/or freight charges that will be billed to the buyer. Restocking charges will range from 10% to 50% of the original purchase price.

STORAGE - Under normal circumstances, if buyer advises at time of placing order that shipment should be made after a specified date, the Company will try to accommodate such requests. If, however, no specific date was requested, and when the order is ready for shipment, buyer is unable or unwilling to accept delivery, the Company will invoice the buyer as of the scheduled date of shipping, and charge buyer for all handling, transfer and storage costs incurred from the scheduled date until actual shipping date. Where buyer requests that production be halted on an order for a period of time, and materials cannot be diverted to fill other orders, the Company will determine the storage requirements for such "in process" materials and charge buyer accordingly.

PRODUCT SPECIFICATIONS - Frequently, new production techniques and materials are adopted in order to improve quality, durability or efficiency of product. The original manufacture reserves the right to incorporate new materials or make modifications in design, construction, or in the dimensions of the product line, without prior notice.

SERVICE CONTRACTS - Is meant to assist the Buyer in optimizing the performance of the covered equipment during its useful life. Factors such as machine cycles, sanitation, humidity and operator practices can affect the equipment's performance and useful life. If such factors are present or if Buyer has misused, abused or been negligent in its operation of the equipment, the Buyer must pay the cost of any necessary repairs created from. New equipment 5,000 pound capacity and under purchased from Rogan Incorporated by service contract customers will have the new equipment added to the existing service contract at N/C for up to one year. Scales purchased from others that are added to the service contract may require a contract cost adjustment.

LOCATION OF EQUIPMENT - Except as otherwise agreed to by the Company, any maintenance or repairs performed under contract should be done at the equipment location specified herein. The Buyer must notify the Company of any location changes or cancellations of listed equipment.

TERM OF CONTRACT - The contract shall be effective on the date executed by Buyer and the Company Service Manager, and shall continue in effect for the length of time specified in the contract. If, however, the Company determines that it is unable to maintain the equipment at the rates specified in the contract due to misuse, abuse, machine cycles, age or operation of the equipment, the contract may be canceled immediately at Company's option. In the event the equipment requires major repairs, Buyer shall pay for the cost of same as indicated on the Company's itemized estimate of repairs. If the Buyer fails to accept such repairs or issue a purchase order for same within thirty (30) days of the Company's estimate, the contract will immediately terminate. Buyer's equipment shall thereafter only be serviced on a time and materials basis. This contract supersedes any outstanding Company equipment maintenance agreement pertaining to the same equipment and constitutes the entire agreement between the parties with respect to the maintenance of the equipment listed herein. Either party can terminate this contract with 30 days written notice to the other party. This contract shall not be varied except in writing executed by both Company and Buyer.

September 1st, 2007

CANCELLATION CHARGES – If service contract is canceled or terminated prior to its scheduled expiration date, Buyer is subject to pay Company a cancellation charge of 25% of the contract balance. If the cancellation is due to Buyer's replacement of its existing equipment with new Company equipment, the cancellation charges will be waived.

ASSIGNMENT – Contracts are not assignable by the Buyer without the prior written consent of the Company.

WARRANTY - All products manufactured for the Company are guaranteed against failure from defective workmanship, when installed and utilized for their intended purpose. The manufacturer warranties are usually limited to one year unless otherwise specified. All used equipment sold by the company have a 90 days parts and labor warranty unless noted. Consignment equipment sold has no warranty unless provided by the consignee or remaining manufacturer warranty. Under this warranty, any product proven to be defective shall be repaired or replaced at our option, free of charge, provided it is returned prepaid, authorized and as directed. Buyer is responsible for any travel charges unless covered by the manufacture. In no case shall liability under this Warranty exceed the original purchase price of the defective merchandise. We reserve the right to inspect the defective item to establish the cause of the alleged product failure. This Warranty shall not apply to any product which shall have been repaired or altered by anyone other than the Company personnel in any way as to affect, in our judgment, its stability and durability, nor which has been subjected to misuse, negligence, abuse or accident. Only those products specifically designated for outdoor use will be warranted against damage caused by exposure to the elements. This Warranty shall not apply to products, which was exposed to harsh agents or abrasives unless specifically designed for such environments. The cost of field repairs performed by the Company personnel will be charged to the buyer if any of the above are found to be the cause of the problem.

SERVICE – The Company warrants that service shall be performed in a workmanlike manner in conformity with standard industry practice. Should any nonconformity be detected within 30 days after the work is completed and prompt notification thereof is made by the Buyer in writing to the Company, the Company will supply the necessary service, direction or consultation to correct the nonconformity. Call Service will be warranted for 48 hours. Parts failure is not considered a service warranty and will be fully chargeable. (There are no other warranties, express or implied).

PARTS – If any part provided by the Company shall prove defective in material and/or workmanship within ninety (90) days from the installation date or twelve (12) months from the shipment date, whichever date is earlier, the Buyer shall immediately notify the Company in writing of such defect. Should any such parts be found defective during the first 30 days after installation, the Company at its option will refund the purchase price or modify, repair or supply a replacement part, including labor and travel, free of charge to the Buyer. For the remainder of the warranty period, the Company will refund the purchase price or modify, repair or supply a replacement part, provided Buyer agrees to pay reasonable labor, travel time and expenses to and from a service location authorized by the Company. The Company shall have the option to have the part returned to it, F.O.B. its factory, or to make such adjustment at the point of installation. The Company shall accept no responsibility if such part has been improperly operated or maintained or if the Buyer has permitted any unauthorized modifications, adjustments and/or repairs to the part. Parts shall be covered by the warranty of the manufacturer or supplier thereof.

GENERAL – THE COMPANY MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER EXPRESS OR IMPLIED WARRANTY. The foregoing service and parts warranties shall be the Company's sole and exclusive obligations and the Buyer's sole and exclusive remedies for any action, whether in breach of contract, warranty, negligence or otherwise.

CALIBRATION - Calibration of equipment is not covered by warranty unless required due to replacing parts that effect calibration.

MAINTENANCE - To ensure durability, accuracy and longevity of the Company products and customer satisfaction, periodic inspection and maintenance is necessary. Customers should have the equipment inspected and serviced at regular intervals. If an item shows any sign of structural fatigue, it should be taken out of service immediately. If covered by warranty, the Company should be notified immediately. Any continued use of the product is at buyer's risk and the Company's warranty will no longer be valid.

LIENS – The Company does hereby represent and warrant that as of this date hereof no liens of third parties are in existence relative to the parts/services to be provided hereunder. Additionally, the Company represents that it will use its best efforts to discharge and satisfy any such liens should they arise subsequent to the date hereof. Nothing herein shall be construed so as to limit the right of the Company to file any liens, as appropriate, against the Buyer.

INDEMNITY – The Company agrees to indemnify the Buyer and hold it harmless from and against any direct loss suffered and any liability to third parties whenever such loss or liability is directly due to bodily injury (including death) to any person or direct damage to any property occurring in the course of and caused by the negligent act or omission of the Company in the performance of any work on the premises of Buyer. This indemnity shall include legal fees and settlements of claim or suit reasonable under the circumstances.

REGULATORY LAWS AND/OR STANDARDS – The performance of the parties hereto is subject to the applicable laws of the United States or Canada, depending on the location of the performance of service. The Company takes reasonable steps to keep its products in conformity with various nationally recognized standards and such regulations, which may affect its products. However, the Buyer recognizes that Company's products are utilized in many regulated applications and that from time to time standards and regulations are in conflict with each other. The Company makes no promise or representation that its product will conform to any federal, provincial, state or local laws, ordinances, regulations, codes or standards except as particularly specified and agreed upon for compliance in writing as a part of the contract between Buyer and the Company. The Company prices do not include the cost of any related inspections or permits or inspection fees.

DISCLAIMER OF DAMAGES – IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY TYPE OF SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PENAL DAMAGES, WHETHER SUCH DAMAGES ARISE OUT OF OR ARE A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE; such damages shall include but not be limited to loss of profits or revenues, loss of use of the equipment or associated equipment, cost of substitute equipment, facilities, down time costs, increased construction costs or claims of Buyer's customers or contractors for such damages. Buyer agrees that in the event of a transfer, assignment, or lease of the equipment sold hereunder that Buyer shall secure for the Company the protection afforded to it in this paragraph.

LIMITATION OF LIABILITY – The Company shall not be liable for any loss, claim, expense or damage caused by, contributed to by or arising out of the acts or omissions of Buyer or third parties, whether negligent or otherwise. In no event shall the Company's liability for any cause of action whatsoever exceed the cost of the item-giving rise to the claim, whether based in contract, warranty, indemnity, or tort (including negligence). Any suit arising hereunder must be commenced within one (1) year from the date in which the cause of action accrues. Except as provided in Article 7, the Company shall not indemnify any party.

NO RESPONSIBILITY FOR GRATUITOUS INFORMATION OR ASSISTANCE – If Company provides Buyer with assistance or advice which concerns any parts, products, service supplied hereunder or any system or equipment in which any such part, product, service may be installed and which is not required pursuant hereto, the furnishing of such assistance or advice shall not subject Company to any liability, whether in contract, warranty, tort (including negligence) or otherwise.

INTERPRETATION – In the event that any term or condition set forth herein is ultimately determined to be in contravention of or invalid under any applicable laws, then any such term or condition shall be modified to the extent necessary so that it is enforceable and if not so modifiable to be deleted here from, and the remaining terms and conditions as set forth herein shall remain in full force and effect.

SCOPE – Except as otherwise specified, Company shall furnish service during regularly scheduled working hours of 7:30 A.M. to 4:00 P.M., Monday through Friday. Service after regular weekday hours and on Saturdays, Sundays, and holidays shall be provided at prevailing overtime rates. Service initiated after hours, weekends and holidays will have a minimum bill rate of four (4) hours.

FORCE MAJEURE – The Company shall not be responsible or liable for any delay to service the Buyer's equipment, or provide replacement parts therefore, if such delay or failure is caused by any act of God, fire, flood, explosion, war, insurrection, riot, embargo, action, statute, ordinance, regulation or order of any government agency, shortage of labor, material, fuel, supplies or transportation, strike or other labor dispute, or any cause, contingency, or occurrence of any nature, whether or not similar to those herein before specified, beyond the Company's control, which prevents, hinders, or interferes with the performance of said services or the supplying of said parts.