

GENERAL TERMS & CONDITIONS

All sales of engineering services, design services, detail drawing services, consulting and training services, inspection and analysis services, and testing services by ETA (collectively referred to herein as "Engineering Services") are subject to the following terms and conditions. All proposals, quotations or acknowledgments issued by ETA are an offer to sell Engineering Services pursuant to these terms and conditions. ETA objects to any additional or different terms contained in any documentation submitted by Customer. No waiver or modification of these terms and conditions shall be binding on ETA unless authorized in writing by ETA.

SCOPE. The scope of work for the Engineering Services to be provided to Customer is specifically set forth in the proposal, quote, or acknowledgment submitted to Customer by ETA. If Customer requests a change in the scope of the Engineering Services to be provided, ETA reserves the right to revise delivery schedules and make an equitable adjustment to the price. Customer acknowledges and agrees that ETA is providing the Engineering Services only and is not providing or participating in the provision of any product(s). ETA will not be obligated to provide any services which are (a) outside of the scope defined in the applicable documentation; (b) outside its area of expertise; or (c) in violation of any applicable laws, codes or regulations.

CUSTOMER OBLIGATIONS. Customer shall make available in a timely manner at no charge to ETA all drawings, technical data, measurements, or other information and resources reasonably required by ETA for the performance of the Engineering Services. Customer will be responsible for, and assumes the risk of any problems resulting from, the content, accuracy, completeness and consistency of all such data, materials and information supplied by Customer.

PRICES/TAXES. Unless otherwise stated or agreed, ETA's prices do not include sales, use, or similar taxes. Taxes, fees, costs of permits or licenses, etc. related to the Engineering Services and levied against ETA will be considered reimbursable expenses to be paid by Customer.

TIME AND MATERIALS. Charges for Engineering Services that are conducted on a Time and Materials basis will be according to the attached Rate Schedule. Overtime costs will be added for Customer-requested overtime of non-professional (below engineering level) personnel. Overtime is defined as work in excess of 8 hours per day or 40 hours per week. Time spent preparing for or participating in legal proceedings will be billed at 150% of the rates given in the Rate Schedule.

The labor hours required to perform the Engineering Services will be recorded on a time sheet by the individual performing the services. Labor hours will be recorded to the nearest quarter hour. Actual hours worked will be recorded for Engineering Services performed in ETA's or Customer's offices. On international projects, the labor hours spent in obtaining visas, medical certifications, inoculations, etc. will be also be recorded. Travel time will be recorded portal-to-portal, home office.

PAYMENT TERMS. Customer shall be responsible for timely payment of invoices, regardless of any agreement that Customer may make regarding cost sharing with other parties. Invoices will normally be submitted every four weeks, in U.S. Dollar amounts, for charges accrued during the previous four weeks. Standard payment terms are net 30 days for creditworthy customers. Payment must be made in U.S. Dollars by check or order drawn on a U.S. bank; or, subject to ETA approval, on a foreign bank having a corresponding agreement with a U.S. Bank. Any bank charges made to process an instrument will be considered a reimbursable expense. Payments not received within 30 days will incur a 1% finance charge per month until the payment is made. ETA reserves the right to stop work on projects where payment is past due.

LIMITED WARRANTY. ETA will provide the Engineering Services in accordance with generally accepted professional engineering practices using reasonable care and skill consistent with that ordinarily exercised by members of the profession under similar conditions. However, due to the nature of the Engineering Services being provided, ETA cannot fully guarantee the success of Customer's project. As such, except as set forth in this Section, ETA makes no warranties or guarantees, whether express, implied, or statutory, regarding or relating to the Engineering Services furnished under this Agreement. ETA specifically disclaims all implied warranties of merchantability and fitness for a particular purpose with respect to the Engineering Services.

REMEDY FOR BREACH OF THE LIMITED WARRANTY. The parties acknowledge and agree that the Engineering Services are being provided by ETA with the expectation that ETA is not assuming any financial or operational risks of the Customer. In the event ETA commits an error with respect to, or incorrectly performs the Engineering Services, ETA shall use commercially reasonable efforts to correct such error, or re-perform such Engineering Services at no cost to Customer. Customer acknowledges that its sole and exclusive remedy, and ETA's sole and exclusive liability, for any defect or error in the Engineering Services shall be correction, re-performance or substitution of such services by ETA.

LIMITATION OF LIABILITY. ETA's liability for a claim of any kind arising out of the Engineering Services provided pursuant to this Agreement shall in no case exceed the price paid by Customer. In no event shall ETA be liable for any special, indirect, incidental or consequential damages, including loss of profits or business interruption or loss of use of equipment, however caused, arising from the Engineering Services provided pursuant to this Agreement.

DELIVERY/FORCE MAJUERE. ETA shall have no liability for delays or any other breach of its obligations resulting from an Act of God, war, riot, explosion, accident, act of government, work stoppage, default of subcontractor or supplier of materials, or any other cause beyond the reasonable control of ETA.

CANCELLATION, SUSPENSION OR DELAY. Customer may cancel an order for Engineering Services upon written notice to ETA and payment of an agreed upon cancellation charge, which shall include all costs incurred by ETA prior to the cancellation plus a reasonable profit. A purchase order may be suspended or delayed by Customer with ETA's prior written consent. If ETA agrees to a

suspension or delay, Customer shall reimburse ETA for all costs incurred up to the date of such suspension or delay, plus a reasonable profit. All other costs related to and risks incidental to resumption of the Services shall be borne by Customer.

DOCUMENTATION. Except as otherwise specifically set forth in the scope of work provided as part of the proposal or quotation, all documents, including drawings, specifications, computer files, electronic media, data, engineering calculations, notes, and other documents and instruments prepared or furnished by ETA (collectively the "Documentation") are the property of ETA and shall not be considered works for hire. ETA shall retain all common law, statutory and other reserved rights, including copyright, applicable to the Documentation. The Documentation is not intended or represented to be suitable for use on any other project. Any reuse of the Documentation without written verification or adaptation by ETA for the specific purpose intended is prohibited and will be at Customer's sole risk and without liability or legal exposure to ETA. Customer agrees to defend, indemnify and hold ETA harmless against all claims, damages, losses, and expenses (including reasonable attorneys' fees) arising from or in any way connected with the unauthorized use or modification of the Documentation by Customer or any person or entity that acquires or obtains the Documentation from or through Customer without the written authorization of ETA.

HARDWARE. Except as otherwise specifically set forth in the scope of work provided as part of the proposal or quotation, any tools, hydraulic equipment, instrumentation, structural steel, or other hardware (collectively the "Hardware") that is purchased for the purpose of conducting the Engineering Services are the property of ETA. Customer-owned hardware or test samples shall be removed from ETA premises within 90 days of the completion of the Engineering Services at the sole cost and expense of the Customer. Hardware or test samples that remain after 90 days shall incur storage fees as given in the Rate Schedule.

INTELLECTUAL PROPERTY RIGHTS. Each party shall retain ownership of all intellectual property it had prior to commencement of the Engineering Services. Except as otherwise set forth on the scope of work, Customer shall own the rights to all discoveries, improvements, and inventions conceived of or made by ETA that are a direct result of the Engineering Services performed for Customer. At Customer's request and expense, ETA shall execute all papers and deliver to Customer all data and other information, and perform other acts as Customer may require, to assign and transfer all ETA's right, title and interest therein to Customer and to enable Customer to apply for, obtain, and enforce patent protection thereon. Time and expenses incurred by ETA in connection therewith shall be paid by Customer.

INDEMNITY. Customer will defend, indemnify, and hold ETA harmless from all claims, damages, losses, and expenses (including reasonable attorneys' fees) arising out of the provision of the Engineering Services by ETA under this Agreement, including claims related to ETA's use of Customer supplied drawings, measurements, data, or any other information provided by Customer that is used in performing the Engineering Services. However, in no event shall Customer be liable under this provision for claims arising out of the sole negligence or willful misconduct of ETA.

COMPLIANCE WITH LAWS. The parties agree to comply with all applicable federal, state, or local laws in connection with the Engineering Services being provided pursuant to this Agreement.

GOVERNING LAW. The relationship between Customer and ETA shall be governed by the laws of the State of Texas, United States of America, and the parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

DISPUTE RESOLUTION. All claims or disputes of any kind arising out of the relationship between Customer and ETA shall be submitted to mediation prior to filing suit. The language to be used in mediation shall be English. Any action filed between the parties shall be filed in the state or federal courts in and for Comal County, Texas. The prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees.

EXPORT CONTROL. In the event that U.S. or local law requires export authorization for the export or re-export of any technology included or associated with the Engineering Services being provided, then no delivery can be made until such export authorization is obtained, regardless of any otherwise promised delivery date. In the event that any required export authorization is denied, ETA will be relieved of any further obligation relative to the sale and/or delivery of the Services subject to such denial without liability of any kind relative to Customer or any other party. ETA will not comply with boycott related requests except to the extent permitted by U.S. law and then only at ETA's sole discretion.

ASSIGNMENT. Customer may not assign the Agreement between ETA and Customer without the prior written consent of ETA.

THIRD-PARTY BENEFICIARIES. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against ETA. ETA's Engineering Services are being performed solely for Customer's benefit, and no party or entity shall have any claim against ETA because of this Agreement or the performance or nonperformance of the Engineering Services.

INDEPENDENT CONTRACTORS. Each party will be and act as an independent contractor and not as an agent or partner of, or joint venture with, the other party for any purpose related to this Agreement or the transactions contemplated by this Agreement, and neither party by virtue of this Agreement will have any right, power, or authority to act or create any obligation, expressed or implied, on behalf of the other party.

ENTIRE AGREEMENT. This Agreement represents the entire and integrated Agreement between Customer and ETA and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument signed by both Customer and ETA.