



ATTACHMENT A

PRICING AND PAYMENT TERMS OF SALE HotGuard™ Radiation Shielding

Payment Terms: Terms are 100% due 30 days from date of invoice for established accounts where Seller has received adequate financial information to warrant extending credit to Buyer. Purchase orders from Buyers not meeting Seller's financial approval are not accepted under credit terms.

Prices: Prices and designs are subject to change without notice.

Delivery: The delivery dates quoted are our best estimate of the time products will be shipped from Seller's factory. Our estimated delivery date is based upon timely receipt of any drawings, parts, instructions or any other information which Buyer is required by the quotation, order or specification to furnish. No liability shall result from any increase in price or delay in performance due to Acts of God, requirements of government authorities, war or other hostilities, vandalism, sabotage, strikes or other labor disturbances, floods, fires, explosions, delays or failure of transportation, inability to obtain suitable material, equipment, electricity or fuel, delays caused by subcontractors or suppliers, other causes or accidents beyond the control of the Seller or its subcontractors or suppliers.

Changes: Alterations or changes to this order are not anticipated by either the Buyer or Seller and such alterations or changes may not be made without the express written agreement of the Seller.

Proprietary Information: Information or data identified as Proprietary or Confidential may be provided by the Seller to the Buyer and shall not be disclosed or copied without the express agreement of the Seller. In no event is such information to be used for manufacture or remanufacture of the product by the Buyer or others.

Title: Title to the products passes to the Buyer upon delivery to the Buyer. Our products are sold F.O.B. Plant and our responsibility ceases after the product is delivered to the carrier in good condition. Claims for lost or damaged products in transit must be made directly to the carrier.

Taxes: The amount of any excises, taxes or other charges imposed upon or borne by the Seller on the sale of the product hereunder will be added to the purchase price.

Government Contracts: All orders to be delivered under government contracts are accepted subject to the U.S. Government's standard termination clause for commercial item procurements in effect at the time the order is accepted by us.

Warranty: Seller warrants that products delivered hereunder when paid for and properly installed and maintained shall be free of defects in workmanship and materials under normal use and service for a period of 12 months from the date of delivery to the Buyer. Seller's obligation and Buyer's sole remedy under this warranty are limited to: (i) replacement of any defective product or (ii) refund to the Buyer of the purchase price allocable to the defective product if Seller is unable to replace the defective product within a reasonable time. In the event Seller elects to provide replacement products, Buyer agrees to install such replacement products and Seller shall in no event be liable for any labor or material costs of the Buyer with respect to removal or dismantling of defective products or the installation of replacement products. The provisions in Seller's literature and specifications are descriptive only unless expressly stated as warranties. **EXCEPT FOR THE**

EXPRESS WARRANTY SET FORTH IN THIS PARAGRAPH, SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF WHATSOEVER KIND AND NATURE, WHETHER EXPRESSED OR IMPLIED, WHETHER COMMON LAW, STATUTORY, CONTRACTUAL, TORT (INCLUDING NEGLIGENCE) CUSTOM OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, WORKMANLIKE SERVICES OR FITNESS FOR ANY USE OR PARTICULAR PURPOSE WHATSOEVER. Buyer hereby agrees to indemnify and hold harmless and, if requested, defend Seller, its officers, directors and employees against any claims, losses or expenses (to include reasonable attorney's fees) arising out of or related to claims, demands or suits for personal injury or death, or for loss of or damage to or loss of use of property or any other liability whatsoever arising out of or related to the use of the products sold hereunder including but not limited to liabilities related to radioactive, toxic, explosive or other hazardous risks.

Limitation of liability: In no event shall Seller be liable for any special, incidental, indirect, contingent or consequential loss or damage arising out of the sale, handling or use of the products furnished hereunder.

Nuclear Indemnification: Buyer represents that, if the work to be performed hereunder is included in a prime contract with the Nuclear Regulatory Commission or the Department of Energy (hereinafter jointly or severally as the case may be called the government agency) or is subject to an indemnity agreement entered into between the Buyer and the government agency or other entity under the authority of Section 170 of the Atomic Energy Act of 1954, as amended, the government agency or other entity has agreed to indemnify the Buyer and other persons indemnified, including the Seller, against claims for public liability (as defined in the Act) arising out of or in connection with work to be performed hereunder. Buyer agrees that, prior to the arrival of the nuclear fuel or material at the work site or sites, Buyer will have and maintain financial protection of such type and in such a manner as the government agency shall require, and presently intends to place nuclear liability insurance underwritten by the Nuclear Liability Insurance Pools to the extent available and on the forms then in effect, pursuant, where applicable to the provisions of Buyer's license of the government agency under the authority of the Atomic Energy Act of 1954 or any law amendatory thereof. Buyer further agrees that, upon placement of such nuclear liability insurance, it will furnish Seller with a certification thereof, in triplicate, or provide Seller with evidence of such other financial protection as may then be required in lieu thereof.

In the event financial protection as presently contemplated by Section 170 of the Atomic Energy Act of 1954, as amended, is not available or the Act is repealed or changed in such a way as to materially diminish the nuclear liability protection afforded thereby, Buyer agrees to maintain, or cause to be maintained by the Buyer or Owner, in effect after the arrival of nuclear fuel or material at the worksite and during the period of operation of the plant or facilities, nuclear liability protection through insurance or otherwise which will not result in a material impairment of the protection to be afforded the Seller and its suppliers or contractors as is presently available. Should the Buyer be unable to or fail to fulfill the requirements of this Article, the Seller may, at its sole option, terminate this Agreement without liability to the Buyer under any provision of this Agreement and Seller shall be fully reimbursed by Buyer for all costs incurred through the date of such termination plus all reasonable termination expenses.

Notwithstanding any other provision of this Agreement, Buyer agrees to indemnify and hold harmless the Seller, its vendors, or subcontractors or other persons, regardless of tier, who have furnished equipment, material or services in connection with the work under this agreement from and against any and all claims, losses or damages, charges or expenses, including those of third parties, of whatsoever kind, howsoever caused, arising as a result of or relating in anywise to the work performed or to be performed hereunder, or to persons having business in or about the work, where such claims, losses, damages, charges, expenses or third party actions are in whole or in part caused by, arise out of, result from, or in any related directly or indirectly to radioactive, toxic, explosive or other hazardous properties of source material, special nuclear materials or by-product materials. This provision shall survive the termination or cancellation of this Agreement.