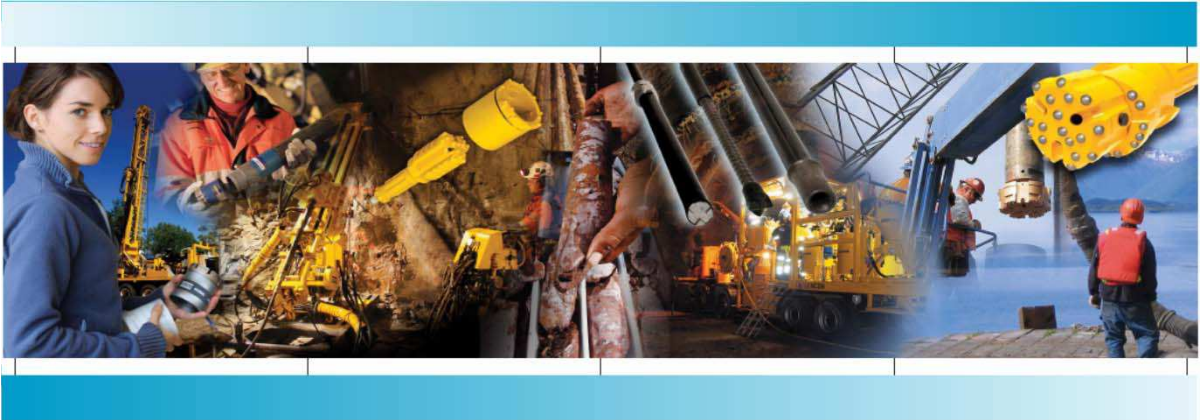


Quotation Reference :

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**Proposal for the supply of a Diamec U6 PHC Underground Core Drill**

**Offered by: Atlas Copco Construction Mining Techniques USA LLC**

**Offered to:**






Date: 10-May-12

Quote No.:

Company:   
 Address:   
 City, St., Zip:   
 Attention:

As per your request, we are pleased to submit this proposal for Atlas Copco Underground Core Drill, model Diamec U6 PHC

**Diamec U6 PHC - SCOPE OF SUPPLY**

Page: 1 of 4

Part Number	Description	Qty	Unit	Total
2-Jan-12				
8314013553	<b>Diamec U6 PHC, drill module including:</b>	1	\$ 296,434.00	\$ 296,434.00
	a. Hydraulic rotation unit, A - N size chuck, 80cc Motor			
	additional charge for: <b>Rotation unit B-H 160cc</b>	1	\$ 22,750.00	\$ 22,750.00
***	b. Hydraulic feed frame with 850mm stroke length	0	Choice	
***	b. Hydraulic feed frame with 1,800mm stroke length	0	Choice	
	c. Rod Holder, Gas spring Type, A - N Jaws available			
	d. Wireline Hoist with level wind and guard system			
	e. Hyd. Feed positioner for +90 to -90 degree drilling			
	f. Turntable Kit			
	g. Feed frame guard			
	h. Channel type bracket, anchor to the rock face			
	i. Steel base with forklift slots			
	<b>Operator's pilot hyd. Control console, including</b>			
	a. Standard gauge package for all drilling functions			
	b. On / Off control for flush pump			
	c. Water flow meter kit			
	d. Emergency stop control			
	<b>Power Unit (90kW), elec. Hyd. power unit including:</b>	1	\$ 114,010.00	\$ 114,010.00
	a. Electric starter panel for 75Hp motor, wye delta start			
	b. 75Hp electric motor			
	c. Double hydraulic pump system			
	d. Hydraulic reservoir			
	e. Water type oil cooler			
	f. Pressure type filtration system			
	g. Steel base with forklift slots			
	<b>h. Voltage &amp; Frequency of Electric System Specified</b>			
***Required***	_____ Volts, _____ Phase, _____ Hertz			

Total Price \$ 433,194.00

Net Price \$ 433,194.00

continued, Page 2

**Atlas Copco Construction Mining Techniques USA LLC**

3700 East 68th Avenue  
 Commerce City  
 Colorado 80022, USA

**A Company within the Atlas Copco Group**

Local Phone: (303) 287-8822  
 Toll Free: (800) 732-6762  
 www.atlascopco.us



Date: 10-May-12

Quote No.:

### Diamec U6 PHC - SCOPE OF SUPPLY

Page: 2 of 4

3716588793	<b>Trido 140 H, Flush Pump, 140liters/min., 35 GPM</b>	1	\$ 44,402.00	\$ 44,402.00
	a. Hydraulic motor, Hydraulic hose kit, Suction hose and discharge kit, and all Mounted on steel skid base			
3719005702	89DP Binder Trido 140 (Parts Book)	3	\$ -	\$ -
	<b>Hydraulic Fittings</b>			
	Diamec U6 DH is equipped with ORFS (O-ring face seal) type fitting	0	Choice	
	Diamec U6 DH is equipped with JIC type fittings	0	Choice	

Diamec U6 Accessories				
3719006277	Heavy duty air oil cooler kit, for PU55 & 75E (option)	1	\$ 7,010.00	\$ 7,010.00
3719004169	Wheel kit, for PU55 & 75 (option)	0	\$ 11,928.00	\$ -
3719002794	Support jacks / Bracing device	0	\$ 12,162.00	\$ -
3719003245	Water collector	1	\$ 13,363.50	\$ 13,363.50
3719000623	Casing bracket	0	\$ 3,184.00	\$ -
3719000393	WL sheave for steep up-hole drilling	0	\$ 606.54	\$ -
3719000218	Keyhole wall bracket A - N	0	\$ 2,890.12	\$ -
3719000290	Keyhole wall bracket B - H	1	\$ 2,890.12	\$ 2,890.12
3719005713	Extra feed extension, 5m beams	0	\$ 1,789.01	\$ -
3719004171	Wheel kit for rig	0	\$ 9,137.00	\$ -
3719000823	Diatest for Diamec U6	0	\$ 7,164.00	\$ -
3719005897	Field kit, if A-N rotation unit	0	\$ 10,915.00	\$ -
3719005898	Field kit, if B-H rotation unit	1	\$ 15,508.00	\$ 15,508.00
A - N rotation unit & rodholder				
3719005281	Jaw & Guide Kit, 45 mm (A) rot unit and rod holder	0	\$ 2,845.60	\$ -
3719005284	Jaw & Guide Kit, 55 mm (B) rot unit and rod holder	0	\$ 3,201.33	\$ -
3719005285	Jaw & Guide Kit, 70 mm (N) rot unit and rod holder	0	\$ 3,493.95	\$ -
B-H rotation unit & rodholder				
3719005381	Jaw & Guide Kit, 55 mm (B) rot unit and rod holder	0	\$ 3,427.34	\$ -
3719005352	Jaw & Guide Kit, 70 mm (N) rot unit and rod holder	0	\$ 3,658.59	\$ -
3719005353	Jaw & Guide Kit, 89 mm (H) rot unit and rod holder	1	\$ 4,095.60	\$ 4,095.60
Recommended wires				
3715883912	Wire 5x1200	0	\$ 4,361.12	\$ -
3719001529	Wire 4,75x1300 armoured	0	P.O.R.	\$ -
3715847000	Wirelock (2pc recommended)	0	\$ 25.28	\$ -
3719005405	89DP Binder Diamec U6 PHC (Parts Book)	3	\$ -	\$ -
	Total Accessories			\$ 87,269.22
	Net Accessories			\$ 87,269.22

Net Drill	\$ 433,194.00
Net Total Drill with Accessories	\$ 520,463.22

continued, Page 3

We are committed to your superior productivity through interaction and innovation

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Date: 10-May-12

Quote No.:

**Diamec U6 PHC - SCOPE OF SUPPLY**

Page: 3 of 4

Net Total Drill with Accessories	\$ 520,463.22
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Accepted By:

0

Validity: Prices will remain valid for 30 days from the date of this proposal ending; 9-Jun-12

Terms:	Confirmation of Purchase Order	10% Down Payment Due
	30 to 60 Days Prior to Shipping	15% of Order Value
	10 to 2 Days Prior to Ship Date	Remaining 75% of Order Value

**All customers may apply for financing of the remaining 75% through Atlas Copco Customer Finance  
Atlas Copco reserves the right to negotiate a 15% cancellation fee on a case by case basis, as needed.**

F.O.B. Point	Marsta, Sweden
Delivery Date	To Be Advised at Time of Order

Shipping details:


Thank you for this opportunity to quote Atlas Copco core drilling products, should you have any further questions please do not hesitate to contact the undersigned.

Sincerely,

Thomas W. Shenosky  
Product Manager, GDE - Exploration  
[thomas.shenosky@us.atlascopco.com](mailto:thomas.shenosky@us.atlascopco.com)

continued, Page 4

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# TERMS AND CONDITIONS OF SALE

"Atlas Copco" means Atlas Copco Construction Mining Technique USA LLC, a Delaware limited liability company having its principal place of business at 3700 E. 68th Avenue, Commerce City, CO 80022, USA (and having branch facilities at other locations). "Purchaser" means the party purchasing any machine, rig, equipment, material, parts, accessories, or any other item or services ("Products") from Atlas Copco.

1. **GENERAL. ALL SALES AND SHIPMENTS BY ATLAS COPCO OF PRODUCTS ARE GOVERNED BY THESE TERMS AND CONDITIONS OF SALE. ANY CONFIRMATORY ACTION BY PURCHASER, RECEIPT OF ANY PRODUCT, PAYMENT IN WHOLE OR IN PART FOR ANY PRODUCT, OR ACCEPTANCE OF ANY PRODUCT, CONSTITUTES AGREEMENT TO THESE TERMS AND CONDITIONS OF SALE, UNLESS A SEPARATE WRITTEN AND SIGNED MASTER PURCHASE AGREEMENT, SUPPLY AGREEMENT, DISTRIBUTOR AGREEMENT, OR SIMILAR AGREEMENT COVERING ATLAS COPCO'S SALE OF THE SPECIFIC PRODUCTS THAT ARE THE SUBJECT OF PURCHASER'S ORDER, IS IN EFFECT BETWEEN ATLAS COPCO AND PURCHASER.** Unless otherwise expressly agreed in a writing that is signed by authorized representatives of Atlas Copco and Purchaser, these terms and conditions of sale supersede all other communications and agreements between the parties, and control notwithstanding any conflicting, additional, or different term or condition in any order or acceptance of Purchaser or in any other document. Any and all terms, conditions, or other provisions conflicting with, different from, or in addition to these terms and conditions of sale (including if tender of these terms and conditions is deemed an offer), whether contained in any order, terms and conditions of purchase, or in any other document, are objected to and rejected and shall not be binding, unless contained in a writing that is signed by authorized representatives of Atlas Copco and Purchaser.

2. **INSPECTION.** Purchaser must inspect received Products promptly upon receipt. If Purchaser does not notify Atlas Copco in writing within 10 (ten) days after Purchaser's receipt of any defect, shortage or other nonconformity with respect to the Products in writing within ten (10) days of delivery, the Products shall be deemed to meet all Product specifications and to be irrevocably accepted, unless agreed otherwise in a writing that is signed by authorized representatives of Atlas Copco and Purchaser.

3. **DELIVERY, RISK OF LOSS.** Unless otherwise expressly agreed, Products manufactured, assembled or warehoused in the continental United States are delivered F.O.B. shipping point of origin, and Products shipped from outside the continental United States are delivered F.O.B. point of entry. Where the scheduled delivery of Products is delayed by Purchaser, or by a force majeure event described in Section 9 below, Atlas Copco may store the Products at the expense and risk of Purchaser. Shipping dates are approximate, and are based upon timely receipt of all necessary information and approvals. Atlas Copco reserves the right to deliver in installments. Notwithstanding any agreement with respect to delivery terms or payment of transportation charges, risk of loss and damage passes to Purchaser upon delivery to either of the F.O.B. points or upon moving into storage, whichever occurs first.

4. **SECURITY.** In order to secure the full and punctual payment for the Products sold to Purchaser (the "Collateral") in accordance with the terms hereof, Purchaser hereby grants to Atlas Copco a continuing security interest in and to all right, title and interest of Purchaser in and to the Collateral and all proceeds of attachments or accessions to, or substitutions for, all or any of the Collateral. Purchaser agrees that until the purchase price for the Collateral is paid in full, Purchaser will, from time to time, at its expense, execute, deliver, file and record any statement, assignment, instrument, document, agreement or other paper and take any other action (including, without limitation, any filings of financing or continuation statements under the UCC) that from time to time may be necessary or reasonably desirable, or that Atlas Copco may reasonably request, in order to create, preserve, perfect, confirm or validate the security interests created hereunder or to enable Atlas Copco to obtain the full benefits of this agreement, or to enable Atlas Copco to exercise and enforce, or facilitate the exercise and enforcement of, any of its rights, powers and remedies hereunder with respect to any of the Collateral. To the extent permitted by law, Purchaser hereby authorizes Atlas Copco to execute and file financing statements and continuation statements without Purchaser's signature appearing thereon. Purchaser agrees that a carbon, photographic or other reproduction of this agreement or of a financing statement is sufficient as a financing statement.

5. **PRICES, DEPOSIT.** Prices are the Atlas Copco list price in effect at the time of order. Atlas Copco reserves the right to change prices at any time without notice, provided, however, that once Atlas Copco has accepted Purchaser's order, Atlas Copco will not change the price that applies to that specific order. Unless expressly stated otherwise by Atlas Copco in writing, the price does not include any Federal, state or local property, license, privilege, sales, service, use, excise, value added, gross receipts, or other tax which may now or later be applicable to, measured by or imposed on or with respect to this transaction, the Products, their purchase, sale, replacement, value, or use, or any services performed in connection with the Products. Purchaser agrees to pay or reimburse Atlas Copco, its subcontractors or suppliers for any of these taxes, which Atlas Copco, its subcontractors or suppliers are required to pay or collect or which are required to be withheld by Purchaser. Atlas Copco may require Purchaser to pay a deposit, to be applied towards the purchase price. Any such deposit is non-refundable except (a) if Atlas Copco in its sole discretion determines otherwise; or (b) if prohibited by Colorado law when due. Atlas Copco may exercise all available remedies to it, including under the Uniform Commercial Code, and may withhold delivery under this or any other contract with Purchaser until receipt of payment or satisfactory security. A service charge of the lesser of 1% per month or the highest rate permitted by law will be charged on all overdue accounts. If, in the sole judgment of Atlas Copco, the financial condition of Purchaser does not justify the terms of payment specified, Atlas Copco may require payment in advance or cancel any outstanding order, in which event Atlas Copco is entitled to reasonable cancellation charges. If delivery is delayed by Purchaser, payment is due on the date Atlas Copco is prepared to make delivery. Should manufacture be delayed by Purchaser, pro rata payments will become due to the extent required by Atlas Copco's contract with the manufacturer. All installment deliveries will be separately invoiced and must be paid without regard to subsequent deliveries. Delay in delivery or non-conformity in any installment does not relieve Purchaser of the obligation to accept and pay for remaining installments. Terms are subject to credit approval.

6. **PAYMENT.** If Purchaser fails to pay any invoice when due, Atlas Copco may exercise all available remedies to it, including under the Uniform Commercial Code, and may withhold delivery under this or any other contract with Purchaser until receipt of payment or satisfactory security. A service charge of the lesser of 1% per month or the highest rate permitted by law will be charged on all overdue accounts. If, in the sole judgment of Atlas Copco, the financial condition of Purchaser does not justify the terms of payment specified, Atlas Copco may require payment in advance or cancel any outstanding order, in which event Atlas Copco is entitled to reasonable cancellation charges. If delivery is delayed by Purchaser, payment is due on the date Atlas Copco is prepared to make delivery. Should manufacture be delayed by Purchaser, pro rata payments will become due to the extent required by Atlas Copco's contract with the manufacturer. All installment deliveries will be separately invoiced and must be paid without regard to subsequent deliveries. Delay in delivery or non-conformity in any installment does not relieve Purchaser of the obligation to accept and pay for remaining installments. Terms are subject to credit approval.

7. **CANCELLATION OF ORDERS, FEES.** (a) **Standard Product.** If Atlas Copco determines that a Product that Purchaser requests be cancelled is a "standard" Product, Atlas Copco may charge a cancellation charge taking into account the (i) quantity being canceled, (ii) time frame between Purchaser's request to Atlas Copco to cancel and the order's scheduled ship date, and (iii) dollar amount of the order being cancelled. The calculation of the cancellation charge will be at Atlas Copco's discretion. (b) **Custom Product.** Unless expressly agreed otherwise in a writing signed by an authorized representative of Atlas Copco, if Atlas Copco determines that the Product requested to be cancelled is a "custom" Product or if the price of the Product price exceeds \$25,000 (Twenty Five Thousand Dollars), Atlas Copco will deny Purchaser's cancellation request, and Purchaser agrees to pay the full price of the Product. If Atlas Copco permits the cancellation of such Product, the cancellation charge amount will be determined at the sole discretion of Atlas Copco, and may equal up to one hundred percent (100%) of the price of the Product at the time of Atlas Copco's receipt of Purchaser's request for cancellation.

8. **RETURNS.** A Product may only be returned if such return is authorized by Atlas Copco in writing. Any such returned Product must be in new condition, with complete identification, shipped freight prepaid by Purchaser, in accordance with Atlas Copco's instructions and subject to a restocking charge.

9. **FORCE MAJEURE.** Atlas Copco is not liable for loss, damage or delay from causes beyond its reasonable control, including from fire, strike or other concerted action of workmen, act or omission of any governmental authority, compliance with import or export regulations, insurrection or riot, embargo, delays or shortages in transportation, or inability to obtain necessary engineering talent, labor, materials, or manufacturing facilities from usual sources. In the event of delay due to any of these causes, the date of delivery will be postponed by the length of time reasonably necessary to compensate for the delay.

10. **WARRANTY.** The warranty for a Product delivered to Purchaser shall be Atlas Copco's then current applicable warranty, if any. No other warranty terms will apply. NOTWITHSTANDING ANYTHING TO THE CONTRARY, ATLAS COPCO MAKES NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PURPOSE.

11. **LIMITATION OF LIABILITY.** (a) IN NO EVENT IS ATLAS COPCO LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, WHETHER IN WARRANTY, STRICT LIABILITY, CONTRACT, TORT, NEGLIGENCE OR OTHERWISE, INCLUDING LOSS OF PROFITS OR REVENUE, LOSS OF TOTAL OR PARTIAL USE OF THE PRODUCTS OR FACILITIES OR SERVICES, DOWNTIME COST, WHETHER ON ACCOUNT OF DELAYS IN DELIVERY OF PRODUCTS OR SERVICES PERFORMED UPON OR WITH RESPECT TO ANY PRODUCTS, EVEN IF ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. (b) ATLAS COPCO'S LIABILITY ON ANY CLAIM, WHETHER IN WARRANTY, STRICT LIABILITY, CONTRACT, TORT, NEGLIGENCE OR

OTHERWISE, FOR ANY LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM OR THE PERFORMANCE OR BREACH OF THESE TERMS AND CONDITIONS, OR FROM THE DESIGN, MANUFACTURE, SALE, DELIVERY, RESALE, REPAIR, REPLACEMENT, INSTALLATION, TECHNICAL DIRECTION OF INSTALLATION, INSPECTION, SERVICING, OPERATION OR USE OF ANY PRODUCT COVERED BY OR FURNISHED UNDER ANY ORDER WILL IN NO CASE (EXCEPT AS PROVIDED IN SECTION 14 BELOW ENTITLED "PATENT INDEMNITY") EXCEED THE AMOUNT THAT PURCHASER PAID FOR THE SPECIFIC UNIT OF PRODUCT WHICH GIVES RISE TO THE CLAIM.

12. **CONFIDENTIAL INFORMATION.** Each party agrees that except for marketing information and other materials that the other party releases to the public generally, all information and materials provided by it to the other party are confidential and proprietary, whether or not identified as such ("Confidential Information"). Each party shall hold all Confidential Information in confidence, shall not disclose it to any third party, shall disclose it only to its employees who have a need to know, and shall not use it in any way other than as intended by the disclosing party. Notwithstanding the foregoing, the term Confidential Information does not include information that (a) was known to the public at the time it was disclosed or later becomes known to the public in either case without breach of these terms and conditions, (b) is disclosed in accordance with approval given in a writing signed by duly authorized representatives of Atlas Copco and Purchaser, or (c) is independently developed by the receiving party prior to receiving it from the discloser.

13. **INTELLECTUAL PROPERTY.** (a) Any and all existing or hereafter acquired intellectual property rights, including but not limited to patents, trademarks and copyrights, and any and all existing or hereafter discovered, invented or developed technology, know-how, drawings, designs, processes, ideas, methods or improvements related to any Product or the way it is designed or manufactured are and shall be the exclusive property of Atlas Copco. Purchaser agrees, at Atlas Copco's expense, to execute any documents or instruments which are necessary or desirable for Atlas Copco to protect its exclusive interests in such matter. Purchaser will not (and will not attempt to) reverse-engineer any Product, or challenge, attack or seek to cancel registration or use of any patent, trademark, copyright or other intellectual property claimed by Atlas Copco or any of Atlas Copco's affiliates. No drawings, designs, or other deliverables that Atlas Copco provides to Purchaser shall be deemed to be "work made for hire." (b) **Software License:** Any and all software embedded in or otherwise associated with a Product (the "Software") is and shall be the proprietary property of Atlas Copco (and/or its licensors) and is licensed, not sold, to Purchaser. Subject to Purchaser's payment in full of the Product and compliance with these terms and conditions, Atlas Copco hereby grants to Purchaser for the useful life of the Product a non-exclusive, non-assignable license to use the Software in conjunction with the Product solely in accordance with the use intended by Atlas Copco. Purchaser will not (and will not attempt to) decompile or reverse engineer the Software.

14. **PATENT INDEMNITY.** (a) **Patent Indemnity by Atlas Copco:** Atlas Copco will at its own expense defend any suit or proceeding brought against Purchaser (or Purchaser's parent companies, affiliate subsidiaries, agents, employees, officers, directors, successors, or assigns) based on an allegation that Product sold to Purchaser constitute an infringement of any claim of any patent of the United States of America, other than a claim covering a process performed by the Products or a product produced by the Products, provided that the Products are manufactured by Atlas Copco (or an affiliate), are not supplied according to Purchaser detailed design, are used as sold by Atlas Copco, Purchaser has made all payments due, and Atlas Copco notified promptly in writing and given authority, information and assistance for the defense of the suit or proceeding. Atlas Copco will pay all damages and costs awarded in any suit or proceeding so defended provided that this indemnity does not extend to any infringement based on the combination of Products or a portion of Products with other Products or things not furnished by Atlas Copco unless Atlas Copco is contributory infringer. Atlas Copco is not responsible for any settlement of suit or proceeding made without its written consent. If in any suit or proceeding defended by Atlas Copco, any Product is held to constitute infringement, and its use is enjoined, Atlas Copco will, at its option and its own expense, either replace the Products with non-infringing Products; modify them so that they become non-infringing; or remove them and refund the purchase price and the transportation costs. The foregoing is the entire liability of Atlas Copco with respect to patent infringement. (b) **Patent Indemnity by Purchaser:** To the extent that any Product or a portion of a Product is supplied according to Purchaser's design or instructions, or modified by Purchaser, or combined by Purchaser with equipment or things not furnished by Atlas Copco, except to the extent that Atlas Copco is a contributory infringer, or are used by Purchaser to perform a process, or produce a product, and the reason of design, instructions, modification, combination, performance or production, a suit or proceeding brought against Atlas Copco (and/or any of Atlas Copco's direct or indirect parent companies, subsidiaries, affiliates anywhere in the world, or their respective successors or assigns), Purchaser will indemnify Atlas Copco (and Atlas Copco's direct and indirect parent companies, subsidiaries, and affiliates around the world and their respective successors and assigns) in the manner and to the extent Atlas Copco indemnifies Purchaser in Section 14(a) above.

15. **GENERAL INDEMNITY.** Purchaser will at its own expense defend, indemnify and hold harmless Atlas Copco and Atlas Copco's direct and indirect parent companies, subsidiaries, and affiliates around the world at their respective agents, employees, officers, directors, successors, and assigns (collectively "Indemnified Atlas Copco Parties") from and against any and all claims, suits, actions, demands, damages, liabilities, penalties, fines, costs, and expenses including reasonable attorney fees (collectively "Losses") that are incurred by Atlas Copco (and Atlas Copco's direct and indirect parent companies, subsidiaries, and affiliates around the world) to comply with all local, state, and federal laws, rules and regulations, including, without limitation all minimum occupational, health and safety related regulations or (b) any person's bodily injury (including illness or death) or any third party's tangible property damage, if such bodily injury or property damage arises out of or occurs in connection with installation, erection, inspection, transportation, dismantling, operation, use, storage, maintenance, repair, or modification of any Product, by any person or company other than an Indemnified Atlas Copco Party. If any such bodily injury (including illness or death) or property damage is caused in whole or in part by the negligence of Atlas Copco, Purchaser's said indemnification obligations under this Section 15 shall be reduced in proportion to the amount of negligence attributable to Atlas Copco.

16. **MISCELLANEOUS.** (a) **Partial Invalidity:** If any term or condition is held invalid or unenforceable for any reason, this invalidity or unenforceability does not affect any other provision, but these terms and conditions will be construed as if the invalid or unenforceable provision had never been set forth as a term or condition. (b) **Survival:** The provisions of these terms and conditions pertaining to payment, intellectual property, confidential information, warranties, limitation of liability and indemnification will survive expiration, termination of these terms and conditions; (c) **Assignment:** Neither party shall assign its rights or delegate its obligations under these terms and conditions without the other party's written consent, which consent shall not be unreasonably withheld or delayed, provided, however that Atlas Copco may, without any consent, assign any right or delegate its obligations hereunder to any of its affiliates; (d) **Waiver:** Neither party's failure to insist on any one or more instance upon the full performance by the other party of any term, covenant, obligation, covenant or condition imposed on it by these terms and conditions will be construed as a waiver of any right available to either party with respect to that nonperformance; (e) **Governing Law:** These terms and conditions are governed exclusively by the laws of the State of Colorado without regard to its conflicts of laws principle that would have a contrary result. The United Nations Convention on the International Sale of Goods does not apply to these terms and conditions. Any dispute, claim, or controversy between Purchaser and Atlas Copco related to these terms and conditions that cannot be resolved through good faith negotiations may be adjudicated only in a court of competent jurisdiction in Denver, Colorado; (f) **Captions:** All headings and numbering of these terms and conditions are for convenience of reference only and will not be used to interpret any meaning of any terms or condition; (g) **Entire Agreement:** These terms and conditions with any documents that are expressly incorporated by reference, is intended by the parties as a final expression of their agreement with respect to these terms, and is intended as a complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties and no usage of the trade is relevant to determine the meaning of these terms and conditions. (h) **No Set Off:** Purchaser shall have no right to claim compensation or to set off against any amounts which become payable to Atlas Copco under this agreement or otherwise; (i) **Enforcement:** Costs: Atlas Copco will be entitled to receive all costs, including attorneys fees and costs, incurred as a result of enforcement of any provision hereof or collection of any sum due from Purchaser; (j) **Amendment:** No variation, amendment, or modification of this agreement shall be valid unless contained in a writing that is signed by authorized representatives of both parties, and provided that such signed writing expressly refers to this agreement, and states how this agreement is amended.

Purchaser \_\_\_\_\_ As an authorized representative. Dated \_\_\_\_\_  
Atlas Copco \_\_\_\_\_ As an authorized representative. Dated \_\_\_\_\_

**Atlas Copco Construction Mining Techniques USA LLC**

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