

SALES CONTRACT TERMS AND CONDITIONS

These terms and conditions relate to the sale of Product(s) (the "Products") described on the face of the Sales Contract ("Contract") to which they are physically attached or otherwise accompany by transmission between the parties. If there is any conflict between the terms and conditions herein and the Contract, the terms of the Contract shall govern. Buyer and Seller agree as follows:

1. Confidentiality. Buyer and Seller understand that information provided by either party to the other concerning the Products and relevant manufacturing processes and any related non-public information is confidential. The parties agree that all confidential information is being furnished solely in connection with this Contract and solely for the purpose of this Contract. The parties agree to maintain all such information with the utmost confidence and not to disclose such information to any third party without the express consent of the other party.

2. Fixed Quantity Commitment. If the Contract states that it is a Fixed Price and Fixed Quantity Sales Contract, the parties understand and agree that should Buyer fail to purchase the total Fixed Quantity of Product(s) at the stated Fixed Price, for any reason, Buyer will reimburse Seller in full for Seller's losses and expenses associated with such failure, in addition to any other rights in law or equity available to Seller.

3. Buyer's Credit; Default. Buyer shall make payment according to the terms of the Contract. If, in Seller's reasonable judgment, Buyer's credit shall become impaired at any time, Seller shall have the right to suspend deliveries hereunder except for cash until such time as Buyer's credit has been reestablished to Seller's satisfaction. If Buyer fails to make payment in full for the Products within the time period set forth in the Contract, such failure to pay constitutes a material breach of and default on the Contract by Buyer, permitting Seller to suspend production, shipment, or delivery under this or any other contract between Buyer and Seller. Additionally, upon such default and thereafter, Buyer shall pay Seller interest on any unpaid amount due at the maximum rate permitted by law or one and one half percent per month, whichever is less. Seller's rights on default are in addition to all other remedies permitted to Seller by law or equity, including without limitation all rights set forth in the Contract. Buyer shall pay all court costs plus reasonable attorney fees incurred by Seller, except as expressly disallowed by law, associated with Seller's enforcement of its rights under this Contract.

4. Warranties. Seller warrants that: (a) the Products furnished to Buyer will comply with all applicable governmental regulations; (b) Seller will convey good title and deliver the Products FOB Buyer, free from all lawful security interests, liens, and encumbrances unknown to Buyer; and (c) the Products will conform to Seller's technical specifications for such products. Buyer understands that all technical advice, recommendations, and services of Seller are intended for use by persons having skill, at their own risk, and Seller assumes no responsibility, and Buyer hereby waives all claims against Seller, for results obtained or damages incurred from the use of Seller's advice, recommendations, and services. UNLESS OTHERWISE AGREED IN WRITING, THE EXPRESS WARRANTIES SET FORTH IN THIS PARAGRAPH ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS AND TERMS AS TO THE QUALITY OR FITNESS OF THE PRODUCTS, WRITTEN, ORAL OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER WARRANTIES, CONDITIONS, AND TERMS ARE HEREBY DISCLAIMED AND EXCLUDED BY SELLER.

5. Exclusive Remedies. If any Products furnished under the Contract are defective or otherwise fail to conform to the Contract, Seller shall, at its option, either: (a) replace such Products; or (b) repay or credit the purchase price paid for such Products to Buyer. Buyer shall not return any defective or non-conforming Products to Seller or incur any shipping or other charges for such Products without Seller's prior written consent. Replacement of or repayment or credit for defective or non-conforming Products shall be Buyer's exclusive remedy for and shall satisfy any and all liabilities of Seller with respect to any defect or non-conformance whatsoever in the Products (including any liability for direct, indirect, special, incidental or consequential damages) whether

in warranty, contract, tort, negligence, strict liability or otherwise. Without limitation, Buyer may not terminate the Contract because of any alleged or actual defective or non-conforming Products.

6. Limitation of Liability. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER BASED IN WARRANTY, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. IN NO EVENT SHALL SELLER'S LIABILITY EXCEED THE PURCHASE PRICE ALLOCABLE TO THE PRODUCTS GIVING RISE TO BUYER'S CLAIM.

7. Waivers and Modifications. No waiver of any provision of this Contract shall: (a) be binding unless given in writing and signed by an authorized officer or agent of the party to be bound thereby; or (b) imply a waiver of that provision for the future or any other provisions of the Contract unless the waiver expressly so states.

8. Assignment. Neither party may assign the Contract or its rights and obligations under the Contract without specific written consent by the other party.

9. Governing Law, Venue and Jury Trial. The laws of the State of Iowa shall apply to and govern the interpretation of the Contract, excluding Iowa law with respect to conflicts of law. Seller and Buyer agree that court proceedings which may be brought by either party against the other party under or by virtue of the Contract or otherwise in respect of the Products shall be brought exclusively in the federal or state courts of Iowa, and each party hereby covenants and agrees to submit to the exclusive jurisdiction of such court in the event it is named as a party in any such proceedings. SELLER AND BUYER BOTH WAIVE ALL RIGHTS TO A JURY TRIAL IN ANY SUIT OR CLAIM ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE CONTRACT OR THE PRODUCTS. This waiver of the right to a jury trial is being made to avoid the expense of a jury trial and to expedite any litigation which may arise between the parties with respect to the Contract or the Products.

10. Force Majeure. Seller reserves the right to cancel, delay, or suspend delivery of the Products where performance has become impossible, impracticable, or exorbitantly costly as a result of any cause, whether or not foreseeable, beyond the reasonable control of Seller, and which would constitute an obstacle to the normal course of supply, manufacture or shipment (including but not limited to war, flood, fire, strikes, lockouts, total or partial cessation or operations by administrative decision, import or export restrictions or governmental measures of any kind, shortages of fuel or raw materials, breach by a third party of its obligations towards Seller, price increases by the suppliers of Seller, or any other reason which is not attributable to Seller). If, because of any force majeure, Seller is unable to supply the total demand upon it for the Products, Seller may allocate its available supply among all of its customers and itself in an equitable manner and in such a way as to provide Buyer its proportionate source of the allocable supply.

11. Governing Terms and Conditions. The Contract, including these terms and conditions, has been negotiated by the parties and constitutes the sole and exclusive agreement between Seller and Buyer for the sale of the Products. No law or rule relating to construction or interpretation of contracts against the drafter shall be applied with respect to this Contract. The Contract supersedes all prior negotiations, statements, agreements or commitments, whether oral or written, with respect to sale of the Products. Seller hereby gives notice that it objects to and rejects any terms or conditions contained in any document which has been or may in the future be supplied by Buyer to Seller, which terms and conditions are in addition to, different from, inconsistent with or attempt to vary any of the terms and conditions of the Contract.