

The Seller's brand name is Hy-Rocket. The Purchaser has the privilege of using this name, but shall at all times maintain the trademark as required by law if he elects to use said name.

Purchaser agrees in consideration of Seller's execution of this contract that any claim or defense of any kind by Purchaser based on or arising out of this Contract or otherwise shall be barred unless asserted by Purchaser by the commencement of an action or the interposition of a defense within six (6) months after the delivery of the products or other event, action or inaction to which such claim or defense relates. This provision shall survive any termination of this Contract however arising.

Seller shall not be liable for loss or damage due to delays or defaults in performance when the supplies of the facilities of production, manufacture transportation, distribution or delivery contemplated are interrupted or unavailable by reason of any requirement or request of any governmental authority or person purporting to act therefore, wars, public disorders, fires, acts of God, accidents, or breakdowns whether or not preventable, or any similar or dissimilar cause beyond Seller's control. Without limitation of the foregoing, Seller shall not be required to remove such cause or replace the affected source of supply or facility if it shall involve additional expense or a departure from Seller's normal procedures. Seller shall not be required to make up deliveries omitted on account of such cause. In no event shall Seller be liable for prospective profits or special, indirect or consequential damages. Purchaser shall not be liable for failure to receive products if Purchaser is prevented from receiving and using them in its customary manner by any cause beyond its control. If Seller believes that for any reason there is or may be such a shortage of supplies that Seller is or may be unable to meet the demands of all its customers of all kinds, Seller shall have the privilege of allocating among such customers its available and anticipated supplies in such a manner as Seller in its uncontrolled discretion may determine.

Purchaser shall indemnify Seller against all losses and claims (including those of the parties, their agents and employees) for death, personal injury

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