

Contract for Manufacture of Goods

1. Names

US Furnaces, LLC, a New York limited liability company (Seller), and Customer Company Name (Buyer), agree to the following terms.

2. Property Description

Seller agrees to manufacture and sell to Buyer, and Buyer agrees to buy from Seller, the following property:

US Furnaces LLC Max-4000 Aluminum Sweat Furnace.

Seller will manufacture the property according to the specifications that are designated Attachment 1 to this contract.

3. Purchase Price

The purchase price of the property is \$191,000.

4. Down Payment

Buyer will make a down payment of \$114,600 when this contract is signed. This down payment will be applied toward the purchase price.

5. Time of Payment

Buyer will pay Seller the purchase price less the down payment in installments according to the schedule established in Attachment 2.

6. Delivery

Seller will deliver the property to Buyer by Month, Day, Year:

Address

City, State, Zip

7. Bill of Sale

Concurrently with the delivery of the property to the Buyer, Seller will execute and deliver to Buyer and transfer ownership of the property to Buyer through a bill of sale.

8. Security Interest

Seller will retain a security interest in the property. At the time the property is delivered to Buyer, Buyer will sign and deliver to Seller a security agreement and UCC financing statement giving Seller a security interest in the property until the purchase price has been paid in full.

9. Other Terms and Conditions

Contract Other Terms and Conditions

Price of equipment as stated in this contract is good for a period of 30 from the date signed by the seller. A new contract will be required after the 30 day deadline.

Buyer is responsible for the following:

1. All shipping from points of manufacture (main furnace, refractory, burners & control components). Note that a one time travel fee for bringing in our portable shop and office along with the valve trains, control panel, and associated components will be included in the itemized shipping invoice, in addition to the contracted price of the furnace. Average freight total is \$7,500.
2. All crane and rigging fees.

3. All labor personnel for pouring material and assembly of the unit: 2 of your men (preferably the future furnace operators) throughout the entire project. 2 extra men will be required for labor during times of mixing and installing material (3 four hour sessions).
4. A welder will be required for mounting brackets, installing forms, shields (materials provided by seller). We will instruct the welder in the fabrication of loading tables, rake-out tools, tracks, etc. (materials supplied by buyer).
5. An electrician will be required to run electrical service, disconnects, conduit and wire to our control panel. Electrician will also run conduit and wire between control panel and main junction box on the furnace, and to junction boxes (located at each burner). All electrician service and materials fees to be paid for by the buyer.
6. A plumber will be required to run the main gas service to the furnace (valve trains supplied by US Furnaces).
7. All permit fees and service fees are to be paid by the buyer. US Furnaces will assist buyer and environmental engineers with the permit process and guarantees compliance as per state and federal regulations. US Furnaces and Recycling Services International will not be held responsible for delays in permit issuance. Final payment is due upon completion of the installation.
8. It is advisable that at least one of your maintenance personnel assist us and be available for full maintenance and troubleshooting procedure training while all burner components are being installed.
9. The average start up time is 4 weeks from the date of the arrival of the installers (Recycling Services International). Should any delays be caused by outside contractors, gas companies, electrical suppliers, permit issuance, or lack of personnel required, listed in items 2 through 8, extra charges will apply. The balance of the total purchase price will also be due at that time.

10. Extra charges will be paid to Recycling Services International, LLC at a rate of \$650 per man, per day plus travel & living expenses for all days caused by delays as described in item 9.

10. Entire Agreement

This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.

11. Successors and Assignees

This agreement binds and benefits the heirs, successors and assignees of the parties.

12. Notices

All notices must be in writing. A notice may be delivered to a party at the address that follows a party's signature or to a new address that a party designates in writing. A notice may be delivered:

- in person
- by certified mail, or
- by overnight courier.

13. Governing Law

This agreement will be governed by and construed in accordance with the laws of the state of New York.

14. Counterparts

The parties may sign several identical counterparts of this agreement. Any fully signed counterpart shall be treated as an original.

15. Modification

This agreement may be modified only by a writing signed by the party against whom

such modification is sought to be enforced.

16. Waiver

If one party waives any term or provision of this agreement at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this agreement, that party retains the right to enforce that term or provision at a later time.

17. Severability

If any court determines that any provision of this agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable and shall be modified, amended or limited only to the extent necessary to render it valid and enforceable.

SELLER

US Furnaces, LLC,
a New York limited liability company
20 Roosevelt Blvd.
Cohoes, New York 12047

Dated: _____

By: _____

Dave Conway
USF, LLC. Member

BUYER

Company Name

Address.

City, State, Zip

Dated: _____

By: _____

Officer Name

Authorized Agent

DRAFT

Attachment 1

to

Contract for Manufacture of Goods

1. Names

This attachment is made by Customer Company Name and how it is organized (Buyer), and US Furnaces, LLC, a New York limited liability company (Seller).

2. Specifications

US Furnaces LLC Max-4000 Special Aluminum Sweat Furnace with the following:

2- Hydraulic cylinder operated doors

2- 1.25 million BTU gas primary burners

1- 1 million BTU gas holding chamber burners

1- 1 million BTU gas afterburner chamber burner

Valve trains for each burner w/ all plumbing fittings except for service line to our valve train manifold.

4000 LB. holding chamber capacity

Integrated 60" dia. afterburner sections (2) on stand

4- 30" stack sections

1- Draft control stack section w/ motorized damper

1-Control panel (pre-wired) complete with controls, relays, fuel selection switch system, motor starters, overloads, flame safety units, timers, interlocks, lights, labels, and draft controller.

1- Data logger type temperature recorder w/ software, wire, download cable, and training.

1- Remote control system for primary door operation.

Junction boxes for running long runs of conduit and wire. Note that all flex conduit lines & wire going to the junction boxes from burner components are supplied by US Furnaces. All hard piped conduit and wire for long runs is supplied by the customer in the field.

Brick, insulation, anchors, form material, refractory, and equipment used to install said material (mixer, vibrators, brick saw, hand tools) are supplied by US Furnaces.

Curing process, startup and training are also provided in the purchase price.

WARRANTY:

All burners, controls, motors, valves and electrical components are covered for a 6 month period from the date of startup

Structural and refractory materials are covered for a period of 1 year from the date of startup. Seller is not responsible for normal operational wear to the lining.

US Furnaces personnel will be dispatched to make repairs to a particular warranty item if necessary at no charge to the buyer. However, all travel and living expenses, and/or freight charges will be the responsibility of the buyer.

US Furnaces will not be held responsible for the malfunction of components by acts of

God, operator error, or neglect as a result of improper maintenance procedures.

Any unauthorized modifications or repairs that have been made by the buyer without written agreement from the seller will void this warranty.

Seller is not responsible for any costs incurred by the buyer for making unauthorized modifications, repairs or replacements.

SELLER

US Furnaces, LLC,
a New York limited liability company
20 Roosevelt Blvd.
Cohoes, New York 12047

Dated: _____

By: _____

Dave Conway
USF, LLC. Member

BUYER

Company Name
Address.
City, State, Zip

Dated: _____

By: _____

Officer of Company
Authorized Agent

DRAFT

Attachment 2

Contract for Manufacture of Goods

1. Names

This attachment is made by Customer Company Name and how it is organized (Buyer), and US Furnaces, LLC, a New York limited liability company (Seller).

2. Installment Schedule

60% of total upon signature and acceptance of contract.....\$114,600.00

30% of total upon delivery of furnace shell, refractory, and burner components.....\$57,300.00

10% of total upon completion of start up and training.....\$19,100.00.

SELLER

US Furnaces, LLC,
a New York limited liability company
20 Roosevelt Blvd.
Cohoes, New York 12047

Dated: _____

By: _____

Dave Conway
USF, LLC. Member

BUYER

Company Name

Address.

City, State, Zip

Dated: _____

By: _____

Officers Name

Authorized Agent

DRAFT