CONTRACT MANUFACTURING
STANDARD TERMS AND CONDITIONS

These Terms govern and apply to all quotations for and the sale of all products and services ("Products") by LINDSAY IRRIGATION SOLUTIONS, LLC, its subsidiaries and affiliates ("Seller") to you ("Buyer") and are hereby incorporated into the quotation, invoice or other document to which they are attached. All purchases of Products by Buyer are expressly limited and conditioned upon Buyer's acceptance of these Terms which apply notwithstanding any conflicting, contrary or additional terms in any purchase order or other document or communication from Buyer ("Order"). Seller hereby objects to and rejects additional or different terms in any Order and Seller's acknowledgement of an Order shall not be deemed an acceptance of any additional or different terms therein or a waiver of the provisions hereof.

1. ORDERS

Seller in its sole discretion may refuse orders and any acceptance thereof is expressly conditioned on Buyer's consent to these Terms as the complete and exclusive statement of terms governing the sale of Products. Orders must be issued at least 30 days prior to the requested delivery date for special, custom or other non-standard manufactured products. Orders may not be cancelled or rescheduled without Seller's consent and orders for special, custom and other non-standard Products, work-in-process and Products otherwise identified by Seller as Non-Cancelable and Non-Returnable ("NCNR") are non-cancelable and non-returnable. Seller may allocate sales of Products among its customers in its sole discretion.

2. PRICES

Prices shall be as specified by Seller and shall be applicable for the period specified in Seller's quotation, or, if not specified, for 30 days, provided prices are subject to increase in the event of an increase in Seller's costs or other circumstances beyond Seller's reasonable control. If an adjustment should occur, Seller will submit a revised price quotation to Buyer with supporting documentation for such cost increases to take effect for all products delivered 30 days from notification of increase. Prices are exclusive of all taxes, impositions and other charges imposed by any government authority, transportation costs, international shipping charges, forwarding agent's and broker's fees, consular fees, document fees and import duties. If Seller is liable for or pays any of the foregoing, same shall be paid by Buyer to Seller in addition to the price of Products.

3. TERMS OF PAYMENT

Payment shall be due net 30 days from date of invoice or as otherwise specified by Seller. Buyer agrees to pay the entire net amount of each invoice from Seller pursuant to the terms of each such invoice without offset or deduction. Orders are subject to credit approval by Seller based on financial information that Buyer shall provide in response to Seller's reasonable request. Seller may in its sole discretion require payment in cash, bank wire transfer or by official bank check and/or require payment prior to shipment. If Seller believes in good faith that Buyer's ability to pay may be impaired or if Buyer fails to pay any invoice when due, Seller may cancel or suspend delivery of any order or any remaining balance thereof until such payment is made, and Buyer shall remain liable to pay for any Products already shipped and all NCNR orders by Buyer. Buyer shall pay interest on any invoice not paid when due from the due date to the date of payment at the maximum rate allowable by applicable state law. If Buyer fails to make payment when

due, Seller may pursue any legal or equitable remedies, and Seller shall be entitled to reimbursement for its costs of collection and reasonable attorney fees.

4. DELIVERY AND TITLE

All shipments by Seller are FCA point of origin and Buyer must file claims against carriers for damaged or lost Products. Subject to Seller's right of stoppage in transit, delivery of Products to the carrier shall constitute delivery to Buyer and title and risk of loss shall thereupon pass to Buyer. Selection of the carrier and delivery route shall be made by Seller unless specified by Buyer, and Seller shall use reasonable efforts to meet acknowledged or quoted delivery dates but all dates are approximate and Seller is not liable for failure to deliver on such dates. Seller may deliver in installments. Delivery of a quantity which varies from the quantity specified shall not relieve Buyer of the obligation to accept delivery and pay for Products. Delay in delivery of one installment shall not entitle Buyer to cancel other installments.

If Buyer fails to take delivery of, pick up, or arrange shipment of Products within seven (7) business days after Seller notifies Buyer that the Products are available for pickup or otherwise ready for delivery, Seller may, in its sole discretion, assess a storage charge of Two Hundred Fifty Dollars (US $250.00) per day for each day thereafter that the Products remain in Seller's possession. Seller's assessment of any storage charge shall be at the discretion of Seller's Sales Manager or other authorized representative. Seller's assessment or non-assessment of storage charges in any instance shall not constitute a waiver of Seller's rights with respect to any future occurrence. Buyer shall promptly reimburse Seller for all storage charges and any additional costs incurred by Seller arising from Buyer's failure to timely take possession of the Products, including handling, warehousing, transportation, insurance, and administrative expenses.

5. ACCEPTANCE

Buyer shall inspect Products immediately upon receipt and its failure to give Seller written notice of rejection within 10 days thereof shall be an unqualified acceptance of special, custom, or other non-standard manufactured Products. Claims relating to quantity, quality, condition and loss of or damage to Products shall be waived by Buyer unless made within 30 days of receipt (except in the case of a defect covered by Seller's limited warranty set forth in Section 7 below, in which case the notice period set forth in Section 7 shall apply). Buyer may not return Products without a Return Material Authorization ("RMA") issued by Seller in its sole discretion (except in connection with claims covered by Seller's limited warranty set forth in Section 7 below).

6. FORCE MAJEURE

Seller shall not be liable for failure to fulfill its obligations herein or delays in delivery caused by Force Majeure. Seller's time for performance of any such obligation shall be extended for the time period of such delay or Seller may at its option cancel any order or remaining part thereof without liability by giving notice of such cancellation to Buyer. "Force Majeure" is an event or circumstance, foreseeable or not, not caused by Seller that prevents it from complying with any of its obligations hereunder including without limitation acts of God, war, terrorism, Government priorities, changes in law, material shortage, strikes, other labor trouble or shortage, transportation delays, pandemic or similar outbreak, or inability to obtain labor or materials through regular sources.

7. SELLER'S LIMITED WARRANTY

Seller warrants to Buyer that, for a period of six (6) months from the date of shipment (the "Warranty Period"), Products manufactured by Seller will be free from defects in material and workmanship under normal use and service.

Buyer must notify Seller in writing of any claimed defect within seven (7) days of discovery, but in no case after expiration of the Warranty Period. Upon Seller's request, Buyer shall make the Product available to Seller for inspection. If a Product fails to conform to the foregoing warranty, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, (a) repair the Product, (b) replace the Product with a comparable product, or (c) refund the purchase price paid by Buyer for the Product.

This warranty does not apply to, and Seller has no obligation with respect to, any Product that has been subject to misuse, abuse, neglect, accident, improper storage or installation, unauthorized repair or modification, use in combination with equipment or materials not approved by Seller, or failure to follow Seller's specifications or instructions, or that has been subjected to normal wear and tear.

THE WARRANTY SET FORTH IN THIS SECTION 7 IS SELLER'S SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO THE PRODUCTS AND IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY DISCLAIMED BY SELLER AND WAIVED BY BUYER.

8. LIMITATION OF LIABILITIES

AS SET FORTH IN SECTION 7 ABOVE, SELLER'S LIABILITY IS EXPRESSLY LIMITED TO REPLACEMENT FREE OF COST (IN THE FORM AND UNDER THE TERMS ORIGINALLY SHIPPED), OR TO REPAIR BY SELLER, OF PRODUCTS OR PARTS NOT COMPLYING WITH SELLER SPECIFICATIONS, OR, AT SELLER'S ELECTION, TO THE REPAYMENT OF AN AMOUNT EQUAL TO THE PURCHASE PRICE OF SUCH PRODUCTS OR PARTS, WHETHER SUCH CLAIMS ARE FOR BREACH OF WARRANTY OR NEGLIGENCE. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL LOSSES, DAMAGES, OR EXPENSES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY SUCH LOSSES, DAMAGES, OR EXPENSES ARISING DIRECTLY OR INDIRECTLY FROM THE SALE, HANDLING, OR USE OF THE PRODUCTS FROM ANY OTHER CAUSE RELATING THERETO, OR FROM PERSONAL INJURY OR LOSS OF PROFIT. Seller shall not be liable for and Buyer assumes complete responsibility for and shall indemnify, defend and hold Seller harmless from any and all damages, losses, liabilities, costs, third party claims and expenses (including attorney fees), including those for property damage or loss, personal injury or death ("Claims") based on or arising out of Buyer's use of Products alone or in combination with other product or in the operation of any process; Seller's compliance with Buyer's designs, specifications or instructions, modification of Products (other than by Seller) and/or Buyer's violation or alleged violation of any applicable laws or regulations in its use of Products. If statements or advice, technical or otherwise, are offered or given to Buyer, such statements or advice shall be deemed to be given as an accommodation to Buyer and without charge and Seller shall have no responsibility or liability for the content or use of the same, which are given and accepted at Buyer's risk.

9. EXPORT CONTROL

Buyer understands and acknowledges that the sale, resale or other disposition of Products and related technology or documentation are subject to the export control laws, regulations and orders of the U.S. including the U.S. Export Administration Regulations ("EAR"), and may be subject to the export and/or import control laws and regulations of other countries. Buyer agrees to comply with all such laws, regulations and orders and acknowledges that it shall not directly or indirectly export any Products to any country to which such export or transmission is restricted or prohibited, and Buyer understands and acknowledges that Products may not and will not be used for any prohibited end-use or by any prohibited end-user under the EAR. Buyer acknowledges its responsibility to obtain any required license for export, re-export or import. Buyer shall be responsible for obtaining any and all authorizations and the completion and filing of any and all documentation required to export Products from the U.S. in compliance with EAR,

15 C.F.R. Parts 730-774, the Foreign Trade Statistics Regulations, 15 C.F.R. Part 30, and any other applicable U.S. export control regulations, all as amended and updated. Buyer shall provide copies of all requisite export control documentation to ensure compliance with the above stated U.S. export control regulations. Seller makes no representations or warranties regarding the export control classification of Products provided hereunder that may be exported by Buyer.

10. FEDERAL CONTRACTS

For Products acquired pursuant to Federal Acquisition Regulations ("FAR"), the following shall be construed to be incorporated herein: (1) Equal Opportunity (E.O. 11246); (2) Affirmative Action for Special Disabled and Vietnam era Veterans (38 U.S.C. 2012(a)); and (3) Affirmative Action for Handicapped Workers (29 U.S.C. 793). No other FAR shall be construed to apply to Seller without Seller's written agreement thereto.

11. INTELLECTUAL PROPERTY

Seller retains for itself all proprietary rights in and to all engineering designs, construction details, data and documents related to all Products. If an order includes software or other intellectual property ("IP"), such IP is provided by Seller to Buyer subject to the copyright and user license terms set forth in the license agreement accompanying such IP and nothing herein shall be construed to grant any rights or license to use IP in any manner or for any purpose not expressly permitted by such license agreement.

12. ENTIRE AGREEMENT; GOVERNING LAW

These Terms, Seller's quotation, order invoice, or acknowledgement to which these terms are attached and any licensing agreement, mutually agreed confidentiality agreement, and other documents referenced herein and therein represent the final, exclusive and complete agreement between the parties with respect to the sale of Products (collectively the "Contract") and supersede all prior or contemporaneous oral or written communications, representations, understandings or agreements relating thereto. No change, modification, rescission, or waiver of these Terms shall be binding on Seller unless made in writing and signed on its behalf by its duly authorized representative. Waiver of any provision, breach or default hereof shall not be deemed a waiver of any other provision, breach or default hereof. The laws of the State of Nebraska, without giving effect to its principles of conflicts of law, govern all adversarial proceedings brought by the parties against one another arising out of this agreement or the sale, purchase, or use of Products. The UN Convention on Contracts for the International Sale of Goods shall not apply. The invalidity or unenforceability in any jurisdiction of any provision hereof shall not invalidate or affect the enforcement of remaining provisions in that jurisdiction or the validity or enforceability of such provision in any other jurisdiction. The Contract is solely for the benefit of and shall inure to the benefit of Seller and Buyer and shall not give any third party any right, claim, cause of action or other interest. Buyer may not assign its rights or obligations hereunder by operation of law, merger or otherwise in whole or part without the prior written consent of Seller and any purported assignment without such consent shall be void. Seller's obligations hereunder may be performed by its divisions, subsidiaries or affiliates.