

AGREEMENT FOR SALE OF USED EQUIPMENT

Kennametal Inc., having its principal place of business at 600 Grant Street, Suite 5100, Pittsburgh, Pennsylvania, 15219 (hereinafter referred to as "KENNAMETAL") and _____ having an office located at _____ (hereinafter referred to as "PURCHASER"), intending to be legally bound hereby, agree as follows:

1. KENNAMETAL will transfer ownership, title and possession to PURCHASER, and PURCHASER shall purchase, pay for and accept the "Kennametal Used Equipment" identified for bid by Plant & Machinery Inc.

2. PURCHASER will take delivery of the Used Equipment at KENNAMETAL's place of business at the Houston, TX facility on a date to be agreed upon by the parties. Delivery is F.O.B. KENNAMETAL's facility. PURCHASER will be responsible for riggers to remove the Used Equipment, all packaging, freight, transportation machinery and inspection charges. Risk of loss and title to the Used Equipment shall pass to PURCHASER at the point of shipment (i.e. KENNAMETAL's facility). PURCHASER is responsible for any damage incurred to the Used Equipment as a result of rigging, packaging, transportation, or machining.

3. KENNAMETAL MAKES NO WARRANTIES ON THE USED EQUIPMENT, AND IT IS SOLD "AS IS WITH ALL FAULTS". KENNAMETAL MAKES NO WARRANTY, WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED. KENNAMETAL HEREBY DISCLAIMS AND EXCLUDES ANY AND ALL OTHER WARRANTIES REGARDING THE USED EQUIPMENT, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND IMPLIED WARRANTIES AGAINST DEFECTS IN DESIGN, MATERIALS AND WORKMANSHIP. WITH REGARD TO THE USED EQUIPMENT PURCHASED BY PURCHASER PURSUANT TO OR IN CONNECTION WITH THIS AGREEMENT, KENNAMETAL HEREBY DISCLAIMS AND EXCLUDES ANY AND ALL WARRANTIES THAT THE USED EQUIPMENT WILL CONFORM TO SPECIFICATIONS, DESIGNS OR SAMPLES AND WARRANTIES AGAINST PATENT, COPYRIGHT, TRADEMARK, AND ANY OTHER TYPES OF INTELLECTUAL PROPERTY RIGHT INFRINGEMENT UNDER THE LAWS OF ANY NATION, INCLUDING, WITHOUT LIMITATION, THE LAWS OF THE UNITED STATES OF AMERICA.

4. PURCHASER agrees to defend, indemnify, and hold harmless KENNAMETAL from and against any and all claims, demands, actions, liabilities and suits (including attorneys' fees, costs and expenses) for any and all damages, costs and expenses, including but not limited to, personal injury, death, property damage, economic loss, consequential or incidental damages or violation of any federal, state or local statute, regulation or ordinance asserted by anyone, which injury or damage is alleged to have arisen from the sale, transfer, transportation or use of the Used Equipment which is the subject of this Agreement.

5. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE CONTAINED HEREIN TO THE CONTRARY, IN NO EVENT SHALL KENNAMETAL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, SPECULATIVE, CONSEQUENTIAL, CONTINGENT, LIQUIDATED, INCIDENTAL OR OTHER SIMILAR DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST REVENUES, LOST PROFITS, LOST BUSINESS OR BUSINESS INTERRUPTIONS ARISING IN ANY MANNER PURSUANT TO OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, FROM ANY DEFECTS OR NON-CONFORMANCE OF THE USED EQUIPMENT.

6. KENNAMETAL agrees to transfer the Used Equipment referenced above to PURCHASER for the sum of determined at auction. PURCHASER will pay Plant & Machinery Inc. the entire amount owed prior to removal of the Used Equipment.

7. PURCHASER, OR ITS SUBCONTRACTOR, WHICHEVER ENTITY IS PERFORMING THE ACTUAL REMOVAL OF THE EQUIPMENT, shall have in effect, at all times during the period of this Agreement and any extensions or until all work required by the Agreement has been completed, insurance coverage in the amounts specified and described in EXHIBIT 1 attached to this Agreement. **Purchaser shall be responsible for ensuring this obligation.”** PURCHASER, and any subcontractors used by PURCHASER to remove the Used Equipment from KENNAMETAL’s facility, shall provide Certificates of Insurance evidencing such insurance coverage to KENNAMETAL prior to the start of any removal operations. All PURCHASER subcontractors must be reviewed with, and approved by, KENNAMETAL in advance of performing any work in connection with this Agreement; provided, that KENNAMETAL will not unreasonably withhold its approval of any PURCHASER subcontractors.

8. PURCHASER will remove the Used Equipment on or prior to November 30, 2016.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and delivered by their duly authorized representatives, as of the date as first written above.

[PURCHASER NAME]

KENNAMETAL INC.

By _____

By _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT 1
INSURANCE

PURCHASER, OR ITS SUBCONTRACTOR, WHICHEVER ONE IS PERFORMING THE ACTUAL REMOVAL OF THE EQUIPMENT, shall have in effect, at all times during the period of this Agreement and any extensions or until all work required by the Agreement has been completed, insurance coverage in the amounts specified and described below.

- a. Worker's Compensation Insurance**
 - i. Meeting statutory requirements for all employees, its agent's, contractor's and subcontractor's employees involved in operations under this Agreement

- b. Employers Liability Insurance**
 - i. Each Occurrence - \$500,000 each employee/each accident

- c. Commercial General Liability Insurance**
 - i. Each Occurrence - \$2,000,000 bodily injury & property damage combined

- d. Commercial Automobile Liability Insurance**
 - i. Each Occurrence - \$1,000,000 bodily injury & property damage combined

PURCHASER agrees to supply the insurance certificates with above-referenced minimum limits, to support the contractual obligations assumed by the PURCHASER under this Agreement. Such insurance certificates shall provide that this coverage is primary and without right of contribution or subrogation from insurance carried by KENNAMETAL, and which names Buyer as an additional insured (except for Workers' Compensation and Professional Liability).

All insurance shall be issued by insurance carriers licensed to do business under the laws of the country, state, commonwealth, province or territory in which Buyer's obligations are provided, and with a rating of not less than A- VII, as rated in the most currently available "Best's Insurance Guide." PURCHASER shall cause its insurers to issue certificates of insurance evidencing that the coverages and policy endorsements required under this Agreement are maintained in force and that not less than 30 days written notice shall be given to KENNAMETAL prior to any material modification, cancellation, or non-renewal of the policies.