

## CONDITIONS OF SALE

### 1. QUOTATION

A purchase order for the items purchased shall constitute an acceptance of Seller's quotation and is limited to the terms and conditions stated on this quotation. Any proposal for additional or different terms or any attempt by Purchaser to vary in any degree any of the terms of this offer in Purchaser's purchase order or acceptance is hereby objected to and rejected, but such Purchaser proposed terms shall not operate as a rejection of this offer unless such variances are in the terms of the description, quantity, price or delivery schedule of the goods, but shall be deemed a material alteration thereof and this offer shall be deemed accepted by the Purchaser without said additional or different terms. If this quotation shall be deemed and acceptance of a prior offer by Purchaser, such acceptance is expressly conditional on Purchaser's assent to any additional or different terms contained herein. The quotation, upon acceptance by Purchaser, shall become the Agreement between the parties for the Products described on the quotation and for any changes in the quantity of the Products.

### 2. APPLICABILITY

The Purchaser accepts that these Conditions shall govern relations between Purchaser and the Seller to the exclusion of any other terms and conditions and warranties whether written or oral, express or implied, even if contained in any of the Purchaser's documents which purport to provide that the Purchaser's own terms shall prevail. NO EMPLOYEE OF THE SELLER IS AUTHORIZED TO MAKE AND THE PURCHASER HEREBY ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY STATEMENT, WARRANTY OR REPRESENTATION AS TO THE USE, FUNCTIONING OR STATE OF THE PRODUCT. NOR HAS ANY PURCHASER RELIED ON SELLER'S SKILL OR JUDGMENT TO SELECT OR FURNISH GOODS FOR ANY PARTICULAR PURPOSE. No variation or qualification of these Conditions shall be valid unless Seller agrees in writing.

### 3. CREDIT

On approval of the Seller, credit may be granted for thirty (30) days from date of invoice or such terms may be approved. In the absence of such approval, terms shall be cash on delivery. Seller reserves the right to revise or withdraw Credit terms at any time. Purchaser agrees to pay a monthly service charge on past due accounts. Current rate is one and one-half percent (1.5%) per month (18% per year compounded monthly) and Seller may revise this

rate at any time, provided that if the rate exceeds the lawful rate, then the service charge shall be the maximum rate allowed by applicable law.

#### 4. PRICES

Unless otherwise specified all prices for purchased goods are F.O.B. Seller's warehouse or facility plus any transportation expenses and Seller handling charges. Quoted prices are valid for thirty (30) days and are subject to change at any time in the event of a sudden unforeseen increase in raw material or other costs. Where delivered prices are quoted, they are subject to increase or decrease to the extent of any change in actual freight rates. The Seller reserves the right to choose the method of delivery. Unless otherwise specified, the prices quoted are exclusive of all taxes, duties, levies or other charges. Where prices are quoted inclusive of any tax, duty, levy or other similar same. If any price or change in price of Seller in its quotation, or otherwise, ceases to be effective or cannot become effective by reason of any laws, rules, regulations, or order of any Governmental authority, the Seller may at its option rescind or terminate same as of the date the price or price increase ceased to be effective or the price change would come into effect, as the case may be. Special pricing and/or discounts apply to specified sales orders only and must have prior approval of the Seller's Vice President of Marketing or his/her designee.

#### 5. DELIVERY

Any time stated for delivery by the Seller is an estimate only and shall not be of essence to this Agreement and any failure by the Seller to deliver the Product by such time shall not be a breach or repudiation and the Seller shall not be liable for any loss or damage suffered by the Purchaser as a result of such failure. Delivery shall be deemed to occur and title and risk of loss or damage of any kind to the Product shall pass to the Purchaser on receipt by a carrier for delivery to the Purchaser (irrespective of whether such carrier is deemed to be the Seller's agent or servant) or fourteen (14) days from the date of notice from the Seller that the Product is ready for delivery, whichever is the earlier. The Seller shall arrange for the Product to be delivered to the Purchaser or agent of the Purchaser and subject to these Conditions. Where delivery of the Product is delayed for any reason outside the reasonable control of the Seller, the Seller reserves the right to amend the price for the Product to those current at the date when delivery is made. Where the Seller's quotation provides that the Product is to be delivered in multiple lots or installments, each lot or installment shall be deemed to be a separate contract upon these Conditions and the term "Product" shall be construed as meaning that part of the Product contained in each installment or lot.

#### 6. RETURNS

Seller will accept the return for credit of currently marketed products, *i.e.*, products of the latest engineering design currently being marketed by Seller subject to the following conditions. All returns require the prior approval of Seller's Vice President of Marketing. Such approval shall be in the form of Customer Service Department. No returned stock will be accepted without an authorization number. The products must be shipped prepaid to Seller in Morrow, Georgia and be accompanied by the authorization number. Seller reserves the right to return or refuse shipment of returned products at Purchaser's expense if the above procedures are not strictly adhered to. All returned Product shall be complete and unused, and in a resaleable condition as new, and with original packaging and labeling. Upon the inspection and acceptance for return by Seller's Customer Service Department, credit will be issued at the original invoice price less a 20% restocking charge. Purchaser shall not deduct any credit for the returned products from outstanding invoices or statements.

#### 7. INSPECTION AND CONDITION OF THE PRODUCT

The Purchaser shall carefully inspect the Product on receipt of same and shall notify the Seller, within two (2) days of receipt of the Product and before the Product shall have been covered up or put out of view on Site, of any short delivery, over delivery or any defective or non-conforming condition of the Product discoverable upon a reasonable examination. Seller shall have the opportunity to examine the Product, before disposition of the Product or portion thereof. If no such notice is received by the Seller, the Seller shall be discharged from all liability in respect of such defects or non-conforming delivery. Seller's liability shall in no event exceed the difference between the purchase price and the value as delivered.

#### 8. LIMITED WARRANTY

The Seller warrants that the Product will be new and of good and workmanlike quality manufactured in accordance with applicable published specifications in effect at the time of manufacture. THE FOREGOING LIMITED WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR CONSTRUCTABILITY, AND INCLUDING, BUT NOT LIMITED TO, ANY ORAL OR WRITTEN DESCRIPTION OF OR INFORMATION ABOUT THE PRODUCT, AND ITS CHARACTERISTICS, PROPERTIES OR PERFORMANCE, OR THE COMPLETENESS OR ACCURACY OF SUCH DESCRIPTION OR OTHER INFORMATION.

The Seller shall not be liable in any circumstances whatsoever for loss or damage of any kind suffered to or by any third party unless the same shall relate to personal injury or death caused the Seller's negligence and the Purchaser

shall defend, indemnify, and keep safe and harmless the Seller from and against all claims for damage, loss, or expense of whatsoever nature by any person or entity other than the Purchaser whether arising in negligence or otherwise.

The Seller shall not be liable for incidental or consequential damages, including but not limited to any losses or expenses or other damages directly or indirectly arising from the sale, handling, or use of the Product or from any other cause relating to the sale, handling, or use of the Product, except any such claim caused by the sole negligence of the Seller.

IN THE EVENT THE PRODUCT DOES NOT CONFORM TO THE PROVISIONS OF THE FOREGOING LIMITED WARRANTY OR IF FOR ANY OTHER REASON THE SELLER MAY BE LIABLE AS A RESULT OF THE SALE, DELIVERY, HANDLING, OR USE OF THE PRODUCT, THE PURCHASER'S EXCLUSIVE REMEDY SHALL BE AND IS EXPRESSLY LIMITED TO A CREDIT OR REFUND OF THE PURCHASE PRICE OF THE PRODUCT OR, AT THE SELLER'S OPTION, REPLACEMENT OF ANY NONCONFORMING PRODUCT WITH A CONFORMING PRODUCT.

#### 9. FORCE MAJEURE

Neither party shall be liable in damages or otherwise for failure to carry out the terms of the Agreement in whole or in part where caused directly or indirectly by or in consequence of fire, storm, flood, war, rebellion, insurrection, riot, civil commotion, strike, difference with workman or others, failure of carriers to transport or furnish facilities for transportation, perils of navigation, impairment of supplies of Seller, or its facilities of production, manufacture, transportation or distribution, sudden and unforeseen increases in raw material or transportation or other costs, governmental or other authority whether pretended or real by any cause whatsoever beyond the control of either party whether similar to or dissimilar from the causes enumerated herein. If the delay or failure has continued for a period of three (3) months, then either party may give written notice to the other terminating the agreement, provided the nothing herein contained shall relieve the Purchaser of the obligation to pay for Product sold and delivered.

#### 10. DRAWINGS/MANUALS

All descriptions, drawings, illustrations, notes, particulars of weights and measures, ratings, standards, statements, details or other descriptive matter contained in any of the Seller's promotional materials, brochures, operating manuals recommendations and instructions whether oral or in writing or other matter are approximate only and shall not form part of the description of the Product to be supplied and the Seller shall not be under any liability in respect thereof. All plans,

drawings, specifications and other written, technical material or data supplied in connection with the Product shall remain the property of the Seller and shall not be used on any unrelated projects or copied or disclosed to third parties without the prior written consent of the Seller.

#### 11. PATENTS/TRADEMARKS

The sale by the Seller of the Product shall not convey to the Purchaser any license or right to use any invention, letters, patent, copyright, industrial design, trademark, or other intellectual property rights owned or controlled by the Seller except to the extent that one or more of the same is embodied in the Product at the time of the sale.

#### 12. TERMINATION

If the Purchaser shall be in default in or commit a breach of the Agreement or any of its obligations to the Seller; or if any distress or execution shall be levied upon the Purchaser, its property or assets or if the Purchaser becomes bankrupt or insolvent or any resolution or petition to wind up the Purchaser's business shall be passed or if a receiver of the Purchaser's undertakings, property or assets or any part thereof shall be appointed, the Seller shall have the right to terminate the Agreement immediately and without notice and the Seller shall be entitled to recover from the Purchaser all damages, losses, and expenses arising from such default or breach.

#### 13. LAW AND INTERPRETATION

This Agreement shall be governed by the laws of the State of Georgia (USA) and the Purchaser shall submit exclusively (i.e. to the exclusion of any other court or forum in another place) to the personal jurisdiction of any state or federal court in Georgia. If any of these Conditions or any part thereof are rendered void or unenforceable by any statute, rule, regulation or ordinance the remainder of the Conditions shall continue in effect.

#### 14. NOTICES

Any notice required or permitted by this Agreement shall be in writing in the English language and may be given by first class mail, postage prepaid or by express delivery service (such as Federal Express or the like) or by electronic mail to the addresses stated herein.

#### 15. INUREMENT; NO THIRD PARTY BENEFICIARY

The Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, representatives, and assigns of the parties, but it is not assignable except with prior written consent of the Seller. Unless otherwise expressly stated in this Agreement no third party shall have any rights or benefits under this Agreement.

#### 16. PURCHASER'S RIGHT OF TERMINATION

Purchaser may terminate this Agreement in whole or in part upon notice in writing to the Seller. The Seller shall thereupon, as directed, cease work and transfer to Buyer title to all completed and partially completed Products and to any raw materials or supplies acquired by Seller especially for the purpose of performing this Agreement and Purchaser shall pay Seller the sum of the following: (1) the agreed price for all Product which was completed prior to termination; (2) the cost to Seller of the material or work in process as shown on the books of Seller in accordance with the accounting practice consistently maintained by Seller plus a reasonable profit thereon, but in no event more than the agreed price; (3) the cost F.O.B. Seller's plant of materials and supplies acquired especially for the purpose of performing this Agreement; and (4) reasonable cancellation charges, if any paid by Seller on account of any commitment(s) made hereunder. The provisions of this paragraph shall be without prejudice to the rights of either party for failure on the part of the other party to comply with the provisions of this Agreement.

#### 17. ATTORNEY'S FEES

Should it become necessary for Seller to employ an attorney to enforce any of the provisions of the Agreement or to recover any sum of money due hereunder, Seller shall be entitled to recover from Purchaser any and all such reasonable attorney's fees and expenses as shall be incurred in connection therewith. This provision specifically includes, but is not limited to, reasonable attorney fees, costs, and expenses associated with legal actions filed in any state or federal court including any and all appeals arising out of such actions.

#### 18. ANTI-CORRUPTION AND OTHER COMPLIANCE

The Purchaser agrees that it shall not engage in any unlawful conduct in connection with the purchase, solicitation for sale, sale, export or use of Seller's goods or services.. Purchaser has and will continue to comply (to the extent applicable) with anti-bribery and anti-corruption laws including without limitation the U.S. Foreign Corrupt Practices Act, and also (to the extent applicable) with the export control, business sanctions, anti-boycott and other laws and regulations of the United States and other States, countries and jurisdictions.

#### 19. MISCELLANEOUS

This Agreement constitutes the entire agreement between the parties respecting the Product, and can be modified or amended only in a writing signed by both parties. This Agreement supersedes all other oral or written promises, representations, quotations, and proposals that are not expressly stated herein. This Agreement is intended to be

severable; if any part of this Agreement shall be null, void or otherwise unenforceable for any reason, then the remainder of the Agreement shall nevertheless be enforceable.