

GENERAL TERMS AND CONDITIONS
1. Prices; Payment Terms

Prices are subject to change without notice. All orders are accepted subject to Seller's price in effect at time of shipment. All changes in freight rates or transportation charges used by Seller in computing prices and charges shown on this acknowledgment occurring after the date of this acknowledgment will be for the Buyer's account. Seller shall not be liable for any transportation charges incurred at destination such as spotting, switching, drayage, demurrage, pier unloading charges, etc. Standard terms net 30 days with approved credit, unless otherwise specified by Seller. Applicable sales tax will be added unless a current resale certificate is on file.

Buyer grants Seller a purchase money security interest in goods Seller sells to Buyer and Buyer agrees that Seller may take actions in Buyer's name to perfect that interest as Buyer's attorney in fact.

2. Taxes

Seller reserves the right to charge Buyer with the amount of any taxes which Seller may be required to pay or collect under any existing or future law upon or with respect to the sale, purchase, delivery, storage, processing, use, consumption, servicing or transportation of any of the products sold.

3. Delivery

Articles sold hereunder shall be deemed delivered, and title hereto shall pass to Buyer at Seller's shipping point, except in the case of shipments by Seller's vehicles, in which case the Articles shall be deemed delivered, and title shall pass to Buyer, when the vehicle first enters Buyer's property.

Manufacture, shipment or delivery will be subject to any prohibition, restriction or regulation imposed by the federal government or any state government or any subdivision or agency thereof, and Seller shall not be liable for any delay or failure to perform, in whole or in part cause by any such prohibition, restriction or regulation or other causes beyond Seller's control.

4. Inspection by Buyer

Where mill inspection is made by Buyer, Buyer's inspector(s) shall be deemed the agent(s) of Buyer to accept products on Buyer's behalf with authority to waive specified tests or details of test procedure, and to accept products which may deviate from formal specifications.

5. Permissible Variations

Unless otherwise agreed upon in writing, all products shall be furnished subject to Seller's standard manufacturing variations and practices and within limits and sizes Seller produces. Products purchased are subject to customary quantity variations recognized by trade practice.

6. Cancellation

The Contract resulting from the acknowledgment and acceptance of Buyer's order cannot be cancelled, terminated or modified by Buyer in whole or in part except with Seller's consent in writing and then only upon terms and conditions then to be agreed upon which shall include protection of Seller against all loss.

7. Risk of Loss; Loss or Damage in Transit

Terms of shipment shall be F.O.B. Seller's shipping point. Risk of loss shall pass to Buyer when the products are loaded for delivery at Seller's shipping point. In case of loss or damage in transit or failure to receive shipment within a reasonable time, Buyer must immediately notify in writing carrier's agent at destination and Seller. This action is necessary in order to preserve the right to damages from the carrier and to substantiate a formal claim when presented. Seller shall not be liable for any damage, loss or expense resulting from anything occurring during, or attributable to, transportation.

8. Claims; Disclaimer of Warranties

Products may not be returned except by written permission of Seller. Buyer assumes all risk and liability for loss, damages or injury to person or to the property of the Buyer or others arising out of the use or presence of the materials purchased hereunder. Buyer agrees to indemnify and hold harmless Seller against any liability, damages, losses, costs and expenses in connection with any suit or claim; including but not limited to, any loss of use, loss of profits, damage or injuries to persons or property arising out of or relating to any use of materials purchased by Buyer herein, whether such claim is made by Buyer, Buyer's customers, or other third parties.

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SELLER SHALL NOT BE LIABLE FOR ANY CLAIMS, LOSSES, LABOR, EXPENSES OR DAMAGES, DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, RESULTING DIRECTLY OR INDIRECTLY FROM ANY CLAIM WHATSOEVER, WHETHER BASED ON TORT, WARRANTY, CONTRACT OR ANY OTHER LEGAL THEORY, EVEN IF SELLER IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION CLAIMS IN CONNECTION WITH THE USE OF, OR INABILITY TO USE, THE PRODUCTS SOLD HEREUNDER, CLAIMS OF LOSS OF PROFITS BECAUSE OF INCREASED OPERATING COSTS, LOSS OF PRODUCTION OR SHUTDOWN OF OPERATION OR OTHERWISE AND LIABILITIES, CLAIMS AND EXPENSES IN RESPECT OF THIRD PARTIES. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. FURTHERMORE, DAMAGES SHALL IN NO CASE EXCEED THE PURCHASE PRICE OF THE PARTICULAR QUANTITY DELIVERED WITH RESPECT TO WHICH SUCH DAMAGES ARE CLAIMED. In lieu of any warranty, whether expressed or implied by operation of law or otherwise, products proving defective in material and/or workmanship in the hands of the Buyer will be replaced or, at Seller's option, credit will be allowed for the original price thereof, provided (i) a written claim in respect of such products (specifying the claimed defect or nonconformity) is made by Buyer with reasonable promptness after delivery thereof but in no event more than 5 days after such delivery, (ii) use of such products is promptly discontinued and (iii) such products are returned to Seller with reasonable promptness after delivery. Claims for latent defects are barred unless presented within 90 days after the date of invoice.

TECHNICAL ADVICE AND OTHER SERVICES. Buyer is responsible for the design, processing, testing and labeling of any product that Buyer makes using products Buyer buys from Seller and Buyer will not rely on anything on Seller's web site or any statement by Seller about the suitability of products or services Seller provides. Buyer has tested and investigated products sold by Seller enough to form an independent judgment concerning their suitability for the use, conversion or processing intended by Buyer and will not make any claim against Seller based on Seller's advice, statements, information, services or recommendations.

9. Remedies

Any payment due from Buyer and not timely made shall be subject to a service charge equal to 1.5% per month or, if less, the maximum amount permitted by applicable law, until paid. In case Buyer shall fail to make payments in accordance with the terms as set forth in this acknowledgment, Seller in addition to its other rights and remedies may at its option defer further shipments until such payments are made, or may terminate the contract, and Buyer shall not have any cause of action or be entitled to any off-set, counterclaim or recoupment against Seller by reason of any such action.

If, in Seller's sole judgment, Buyer's credit shall become impaired at any time, Seller shall forthwith have the right to decline to make deliveries hereunder except for cash until such time as said credit has been re-established to Seller's satisfaction, or, in Seller's sole discretion, and in addition to any other rights or remedies available to it, to immediately terminate this Contract without any liability to Buyer.

If Buyer fails to pay any amount when due or is otherwise in default with respect to any of the terms or conditions of this or any other Contract with the Seller, Seller may, at its option, without prejudice to any other legal remedy or remedies, defer making further deliveries hereunder until such default is remedied and/or may declare the obligation of the Buyer for all articles already delivered, and all loss and damage with respect to any articles remaining to be delivered, to be due forthwith.

10. Force Majeure

Failure of Seller to make any deliveries hereunder when due, if caused by any reason beyond its control, including, but not limited to Acts of God or the public enemy, fire, explosion, perils of the sea, flood, drought, war, riots, sabotage, accident, embargo, government priority, requisition or allocation or other action of any governmental authority, inability of Seller to obtain raw materials or to obtain from its regular source of supply any product covered by this Contract which it does not manufacture, regardless of reason, or any circumstance of like or different character beyond the reasonable control of Seller, or by interruption of or delay in transportation, shortage or failure of supplies of material / equipment, labor trouble, or by compliance with order or request of the U.S. Government or any officer, department, agency or committee thereof, or by compliance with request of any manufacturer of material for purposes of producing articles for national defense, shall not subject Seller to any liability to Buyer.

11. Waiver

Failure on the part of Seller to enforce at any time, or for any period of time, any of the provisions of this Contract shall not be deemed or construed to be a waiver of such provision or of the right of Seller to thereafter enforce each and every such

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provision.

12. Legal Fees

In the event Seller must initiate legal proceedings or retain a collection agency in order to secure its rights hereunder, Seller shall be entitled, in addition to all other remedies available at law and/or equity, to recover from Buyer its fees associated therewith including, but not limited to, reasonable attorneys' fees, collection fees, expert witness costs and court costs.

13. If any provision of this Contract is or becomes or is deemed invalid, illegal or unenforceable in any jurisdiction, (a) such provision shall be construed or deemed amended to conform to applicable laws so as to be valid and enforceable, or, if it cannot be so construed or deemed amended without materially altering the intention of the parties, it shall be stricken, (b) the validity, legality and enforceability of such provision will not in any way be affected or impaired by it in any other jurisdiction, and (c) the remainder of this Contract shall remain in full force and effect.

14. The relationship between Seller and Buyer shall be that of independent contracting parties and Buyer shall make no representation to the contrary.

15. NSF Fees. In the event that a company or individual issues a check or other draft that is not honored upon presentment because the drawer does not have sufficient funds in their account, they shall be liable in the amount of \$25, or for all costs and expenses, including reasonable attorney's fees, incurred in connection with the collection of the amount for which the check or other draft was written, whichever is greater.

TERMS AND CONDITIONS OF PURCHASE

1. Contract

Seller and Wieland Brookes ("Buyer") agree that this Purchase Order shall become a legally binding contract on the terms and conditions set forth herein when it is accepted by Seller either by written or other acknowledgment or by Seller's commencement of performance hereof.. Buyer hereby rejects any and all conditions which Seller may attach to its acceptance of this Purchase Order, and Seller hereby acknowledges the foregoing rejection of Buyer. Furthermore, Seller and Buyer agree that if Seller commences performance of this Purchase Order, the terms and conditions of the contract between Buyer and Seller shall include only the terms and conditions set forth in this Purchase Order. In the event that this Purchase Order operates as an acceptance, acceptance is expressly limited to acceptance of the terms and conditions hereof.

2. Pricing

This Purchase Order can be accepted only at prices specified herein. If prices are not stated herein, goods and/or services shall not be billed at any higher price than previously paid by Buyer to Seller. If Seller shall sell any goods and/or services of the kind and specifications covered by this Purchase Order to any other customer at a price which is lower for the same or a lesser quantity of goods and/or services than the price then in effect hereunder, the corresponding price hereunder shall be reduced to such lower price.

3. Shipment, Delivery and Performance

Time is of the essence. Deliveries are to be made only in quantities and at times specified by Buyer. Buyer may change or suspend delivery schedules. All goods shall be suitably packed, marked and shipped in accordance with Buyer's instructions, or absent such instructions, in accordance with the requirements of common carriers in a manner to secure the lowest transportation costs, and no additional charge shall be made to the Buyer unless otherwise stated herein. Unless otherwise stated herein, all goods shall be shipped F.O.B. destination, freight prepaid, and no charge shall be made by Seller for transportation or storage. The risk of loss shall remain with Seller until the goods have been unloaded and are in the full possession and control of Buyer at its business location. Packing slips shall accompany each shipment. Seller's failure to deliver goods or perform services of the quality and quantity and within the time or times specified shall, at the option of the Buyer, immediately relieve Buyer of any obligation to accept and pay for such goods, as well as undelivered installments, if any.

4. Cancellation

Buyer shall have the right to cancel all or any part of this Purchase Order without liability if (i) Seller does not make deliveries as specified, (ii) Seller's lack of progress endangers timely performance, (iii) Seller breaches any of the terms hereof, (iv) Buyer's business purpose is substantially frustrated through events such as, but not limited to, interruption of transportation, government regulation, labor disputes, strikes, riots, insurrection, war, civil commotion, fire, flood, accident, storm, any act of

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God or any other cause beyond Buyer's control which makes it impracticable for Buyer to accept such goods, or (v) Seller becomes insolvent or any insolvency proceeding is filed by or against Seller.

5. Inspection

Notwithstanding any payment that may be made all goods shall be received subject to Buyer's inspection. If it is determined in the sole discretion of Buyer that any such goods do not conform to the specifications of this order or are otherwise defective, such defective or nonconforming goods shall be held at Seller's expense and risk and, if Seller so directs, shall be returned at Seller's expense. Buyer shall have neither liability nor obligation whatsoever with respect to any goods held in its possession for Seller's account or returned to Seller. In no event shall Seller have more than ten (10) calendar days from receipt of Buyer's notice of the non-conformity or defect to replace the non-conforming goods.

6. Billing

The original bill of lading, or other shipping receipt, for each shipment shall be promptly forwarded by Seller with the invoice for this Purchase Order. Seller shall describe goods on the bill of lading or other shipping receipt and shall route each shipment in accordance with Buyer's instructions. Seller shall prepare a separate detailed invoice (in duplicate) for this Purchase Order, and such invoice shall not conflict in any way with the terms and conditions set forth in this Purchase Order. No interest, finance or service charge shall be payable. When invoices are subject to discount for prompt payment, the time for determining whether the discount is applicable shall begin on date the invoices are received by Buyer.

7. Warranty and Related Matters

Seller expressly warrants that all goods and services covered by this Purchase Order shall (i) conform to the drawings, specifications, samples and other descriptions furnished by Buyer, (ii) be merchantable, (iii) be of good material and workmanship and (iv) be free from defects. This warranty, and all other terms and conditions set forth in this Purchase Order, shall benefit Buyer, Buyer's successors, assigns and customers, and users of the goods and services covered by this Purchase Order. In addition to any other remedies Buyer may have, Buyer may reject goods not conforming to the warranties set forth in this Section 7. Any payments made on such rejected goods shall be immediately refunded to Buyer.

8. Patents, Copyrights and Trademarks

Seller warrants that the goods and services covered by this Purchase Order and the use or sale thereof will not infringe any United States or foreign patent, copyright, trademark or other proprietary right. If the goods or services covered by this Purchase Order or the use or sale thereof are held to infringe any such rights, Seller shall at its expense either procure for Buyer, its successors, assigns and customers, and users of the goods and services the right to continue using or selling such goods or services or replace them with non-infringing goods or services.

9. Authorization Only duly authorized personnel of Buyer may execute this Purchase Order or make any modification hereof. Only modifications made in writing shall be binding upon Buyer. Buyer may waive Seller's performance or compliance with any terms or conditions hereof, but any such waiver shall be effective only if given in writing and only with respect to the specific circumstances for which it is given.

Compliance with Laws. Seller warrants and certifies that it has complied with any and all applicable foreign, federal, state and local laws, rules, regulations and orders, including, without limitation, the Fair Labor Standards Act, the Equal Employment Opportunity Act, and the Occupational Safety and Health Act. Seller's acceptance and performance of this Purchase Order shall constitute certification by Seller of such compliance. Seller shall furnish additional certificates and other evidence of compliance upon Buyer's request.

10. Indemnification and Waiver

Seller shall defend, protect, indemnify and save Buyer, its successors, assigns and customers, and users of the goods and services covered by this Purchase Order harmless from any and all damages, liabilities, claims, costs, or expenses (including but not limited to attorneys' fees) which may be asserted against them, including but not limited to, those resulting from injuries to any person or damage or loss of any property, that arise, directly or indirectly, in whole or in part, out of (i) any breach of warranty by Seller, (ii) any other act or omission of Seller, its agents, employees or subcontractors with respect to the goods or services covered hereunder, (iii) Seller's failure to comply, in whole or in part, with any applicable legal requirement, (iv) any breach of the terms and conditions of this Purchase Order by Seller, (v) product defect, or (vi) the assertion of any patent, copyright, trademark or other proprietary right by any person with respect to the goods or services covered hereby, whether or not such person asserts such right directly against Buyer, its successor, assigns or customers, or users of the goods or services covered hereby, or under or through Seller. Seller waives and releases Buyer from all rights of contribution or

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indemnity to which it may otherwise be entitled. As used in this paragraph, the term Buyer means the Buyer, its officers, directors, agents, employees, subcontractors, parent, subsidiaries, divisions and affiliates.

11. **Attorney's Fees.** In the event Buyer must institute litigation in order to enforce its rights under this Purchase Order, Buyer shall be entitled, in addition to any and all legal and equitable remedies, to recover from the Seller its reasonable attorneys' fees, expert witness costs and court costs.
12. **Waiver**
Failure on the part of Buyer to enforce at any time, or for any period of time, any of the provisions of this Agreement shall not be deemed or construed to be a waiver of such provision or of the right of Buyer to thereafter enforce each and every such provision.
13. **Remedies**
Seller shall be liable for all damages, direct and indirect, resulting from its breach of any of the terms and conditions hereof. Buyer's rights and remedies hereunder shall survive acceptance or payment and shall be in addition to those provided at law or in equity. In the event Seller is entitled to recover damages related to this Purchase Order, such damages shall not include any incidental or consequential damages.
14. **Miscellaneous**
This Purchase Order may not be assigned without the prior written consent of Buyer. This Purchase Order and the legally binding contract resulting here from constitute the entire agreement between the parties with regard to the goods or services that are the subject hereof, and shall be governed by the laws of the state of Florida without regard to its conflict of laws provisions.