

TERMS AND CONDITIONS OF SALE

ACCEPTANCE – ENTIRE AGREEMENT: Acceptance of this Quotation shall be limited to the terms and conditions contained herein and incorporated herein by reference. This quotation shall be deemed accepted by issuance of Buyer's written or verbal purchase order or by other written or verbal notice of acceptance. When this Quotation is interpreted as an offer, acceptance is limited to the exact terms of the Quotation and Seller hereby notifies Buyer of Seller's objection to any additional, missing or different terms in the Buyer's assent to any additional, deleted or different terms (from Buyer's offer) on this form. These terms and conditions constitute the entire agreement between the parties and supersede any prior or contemporaneous representations, warranties, proposals, terms conditions or agreements, whether oral or written. No change to or modification of these terms and conditions shall be binding upon Seller unless signed by an authorized representative of Seller.

LATE CHARGE AND COSTS: Buyer shall pay interest at the rate of 1.5% per month on all overdue contract or invoice balances. Buyer further agree to pay all costs and expenses, including reasonable attorneys' fees, incurred by Seller in collecting overdue contract or invoice balances or in otherwise enforcing the terms and provisions of this contract.

APPLICABLE LAW AND JURISDICTION: This contract shall be governed and construed in accordance with the laws of the State of New Jersey, without regard to principles of conflicts of law. Buyer hereby consents to the personal jurisdiction of the state and federal courts in New Jersey with regard to any lawsuit arising out of this contract, or any goods or services provided by Seller to Buyer or any agreement, obligation or transaction between Seller and Buyer.

LIMITED WARRANTY: Seller warrants only that its product will substantially conform to written specifications acknowledged in writing by Seller. Except for the foregoing limited express warranty, SELLER MAKES NO EXPRESS OR IMPLIED WARRANTIES, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, WITH RESPECT TO PRODUCTS SOLD OR OTHERWISE PROVIDED BY SELLER TO BUYER. NO VERBAL STATEMENTS BY SELLER'S AGENTS OR EMPLOYEES, MAKE BEFORE OR AFTER THE PERFORMANCE OF THIS CONTRACT, AND NO SAMPLES SUBMITTED TO BUYER, SHALL BE CONSTRUED AS CREATING ANY WARRANTIES, EXPRESS OR IMPLIED, FROM SELLER.

In the event of any defect or non-conformity which causes Seller's product not to comply with the foregoing limited express warranty, Buyer's remedy for such breach of warranty shall be limited to having Seller repair or replace the product, subject to the requirement that Seller is provided with prompt notice of the defect of non-conformity and is able to verify the same. Any claim by Buyer for any breach of Seller's limited express warranty with respect to any product must be made by Buyer to Seller in writing within 15 calendar days after delivery of the product by Seller or such claim shall conclusively be deemed to have been waived by Buyer. Buyer shall pay all freight costs incurred in returning the defective or non-conforming product to Seller for examination and repair or replacement, if appropriate. IN NO EVENT SHALL BUYER BE ENTITLED TO CLAIM OR RECOVER ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FROM SELLER OF ANY NATURE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS OR LOSS OF USE RESULTING FROM ANY DEFECT OR NON-CONFORMITY IN SELLER'S PRODUCTS. In the event Seller fails to repair or replace a defective or non-confirming product as aforesaid, Seller's liability shall be limited to return of the purchase price paid by Buyer to Seller for such item. Furthermore, in the event that notwithstanding the foregoing, Seller is determined to be obligated to Buyer for and damages or costs related in any manner to Seller's Product of the performance of any purchase order, seller's liability will in no event exceed the price paid by Buyer to Seller for the Product. These provisions allocate the risks related to any defect or nonconformity in Seller's Products or performance of any purchase order between Buyer and Seller and Seller's pricing to Buyer reflects such allocation of risk and the contractual limitation of Seller's liability stated herein.

CREDIT APPROVAL AND ORDER ACCEPTANCE: All orders are subject to acceptance at Seller's corporate office and no order is binding upon Seller until such acceptance occurs. Acceptance of any order submitted by Buyer pursuant to this Quotation shall be subject to credit approval by Seller. If, after initial credit approval, Buyer's credit becomes unsatisfactory to Seller, Seller reserves the right to terminate any order upon written notice to Buyer. In that event, Seller shall have no liability to Buyer for such termination and Buyer shall not be entitled to assert any claim against Seller for such termination.

ORDER CANCELLATION AND RETURNED PRODUCTS: No order in the process of production is subject to cancellation, deferment or change in specifications without written agreement by Seller. Cancellation charges shall be determined by Seller, in its sole discretion, and will include cost of all labor and material ordered by Seller or in process for the Buyer's order in question. No products shall be returned to Seller without Seller's prior written consent and Buyer's payment of such return charges as Seller shall determine, in its sole discretion.

NONSTANDARD MANUFACTURED ITEMS: All nonstandard manufactured products will be supplied only on condition that the Buyer accepts overruns and underruns not exceeding 10% of the quantity ordered, to be paid pro rata, unless otherwise specifically arranged and agreed to in writing by both Buyer and Seller.

DELIVERY TERMS: Unless otherwise agreed upon in writing by Seller, all products ordered by Buyer shall be shipped FOB Seller's facility located in Scotch Plains, New Jersey (or FOB Seller's supplier's facilities if products are to be shipped directly from such facilities). Buyer shall have all risk of loss following delivery of the product to Buyer at Seller's facilities in Scotch Plains, New Jersey (or at Seller's supplier's facilities if products are to be shipped directly from such facilities).

FORCE MAJEURE: Seller shall not be liable for any default in, delay, reduction, or failure of, delivery due to causes beyond its control, including, without limitation, strikes, floods, lock outs, disputes or disagreements resulting in work stoppages, inability to timely acquire the products from Seller's supplier for reasons beyond Seller's control, embargoes, government regulations, military service, war, delays by carriers, lack of shipping facilities, unavoidable casualties, fires, storms, explosions, epidemics, civil disturbances, acts of God or public enemy, or any other causes or conditions in addition to the foregoing which are beyond Seller's control.

SHORTAGES: Claims for shortages, other than lost in transit, must be made to Seller in writing within five (5) calendar days after receipt of shipment.

PRICES: Prices shall be those in effect at the time of shipment and delivery of product to Buyer and therefore may change following acceptance of order. Prices shown do not include any sales, excise or other government charge payable by Seller to federal, state or local authority. Any such taxes now or hereafter imposed upon sales or shipments will be added to the purchase price. Buyer agrees to reimburse Seller for any such tax or provide Seller with acceptable tax exemption certificate.

WAIVER: No waiver by either party, whether express or implied, of any provision of the contract or any breach or default by either party, shall constitute a continuing waiver of waiver of any other provision or provisions of this contract and no such waiver by either party shall prevent such party from enforcing any and all provisions of the contract as to any subsequent breach of default by the other parts under any provisions of this contract.

CUMULATIVE RIGHTS: All rights and remedies of Seller under the contract are in addition to Seller's other rights and remedies provided by law and are cumulative, not alternative.

SEPERABILITY: If any provision of this contract is or becomes, at any time, under any law, rule, or regulation, unenforceable or invalid, no other provision of the contract shall be affected thereby and the remaining provisions of the contract shall continue with the same effect as if such unenforceable or invalid provisions shall not have been inserted in this contract.