

MEEVER USA, INC.
TERMS AND CONDITIONS

1. Prior Sale, Availability --- All material is offered subject to prior sale and /or availability of current materials and Seller shall have no liability whatsoever from a failure to provide goods because of prior sale or unavailability of materials.
2. Prices --- Unless otherwise specified herein, prices noted on the face of this document are firm for seven (7) days; subject, however, to the provision that, if, before shipment of this order, Seller should receive increases from its manufacturers or suppliers, the right is reserved to adjust the above price to those in effect at time of shipment without notice .
3. Delays --- Seller shall not be responsible for any failure or delay in delivery due to Acts of God, fires, floods, labor troubles, storms or any other weather condition or Perils of the Sea, whether or not due to fault of the Seller, breakdowns, delay of carriers, material delay, total or partial failure for any reason of the usual sources of supply or transportation, requirements or request of any government or subdivision thereof, or any similar or dissimilar cause beyond the Seller's direct control. In the event of inability of the Seller, for any cause beyond Seller's control, to supply the total demands for any materials specified in this order, Seller may allocate its available supply among any or all Buyers on such basis as Seller at its sole discretion may decide without liability for any failure to perform the contract which may be of consequence thereof. SELLER SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES WHATSOEVER RESULTING FROM ANY FAILURE OR DELAY IN DELIVERY WHETHER FROM CAUSES BEYOND SELLER'S CONTROL OR NOT.
4. Payments and Credit --- Shipments, deliveries and performance of work shall at all times be subject to the approval of the Seller's credit department. Invoices submitted by Seller under this order are payable at par in legal tender of the United States of America in the city designated in the remittance address , upon the payment terms and in the amounts set forth hereon. Discount is applicable only to the amount shown on the face of the invoice as "Discount Amount". Whenever reasonable grounds for insecurity should arise with respect to due performance by the Buyer, Seller may demand different terms of payment from those specified on the face of this order and may demand satisfactory security for the performance of Buyer obligation . Any such demand shall be in writing and Seller may, upon making such demand, suspend shipments hereunder. If, within the period stated in such demand, Buyer fails or refuses to agree to such different terms of payment , or fails or refuses to give adequate security for due performance, Seller may at its option treat such failure or refusal as a repudiation of a portion of order which has not been fully performed or may resume shipments under reservation of possession or of a security interest and may demand payment against tender of documents of title. AS LIQUIDATED DAMAGES AND NOT AS A PENALTY BUYER SHALL BE OBLIGATED TO PAY ON ALL ACCOUNTS NOT PAID ON THE DUE DATE THEREOF, THE LOWER OF (I) 2.0% PER MONTH ON THE OUTSTANDING ACCOUNT BALANCE OR (II) THE HIGHEST RATE PERMITTED BY LAW TOGETHER WITH ALL ATTORNEY'S FEES INCURRED BY SELLER TO COLLECT ANY DELINQUENT ACCOUNTS. Buyer agrees that notwithstanding any endorsements or legend appearing on Buyer's checks, drafts or other orders for payment of money they do not, solely because of such endorsement of legend or otherwise, constitute payment in full or settlement of the account. No failure of the Seller to exercise any right accruing from any default of the Buyer shall impair Seller's right in case of any subsequent default of the Buyer. Materials are invoiced upon delivery or at time of material readiness for shipment to the delivery destination, whichever comes first.

5. Standard Tolerances --- Except in particulars specified by the Buyer expressly agreed to in writing by Seller, the materials furnished hereunder are produced in accordance with standard manufacturing practices at the country of origin. All materials are subject to material tolerances and variations consistent with normal manufacturing practice with respect to dimension, weight, straightness, section, composition and mechanical properties, normal variations in surface and internal conditions and in quality, to deviations in tolerances and variations consistent with practical testing and inspection methods and to regular practices of Seller's suppliers of over and under shipments. The Seller is not responsible for any deterioration in quality which may result from processing operations or improper use by the Buyer.

6. Changes --- Order or specifications may not be cancelled or changed except upon terms that will indemnify the Seller against all loss. Postponement of delivery at Buyer's request, if for a period of more than thirty days, will not be made without Seller's approval first being obtained. Seller assumes no responsibility for any changes in specifications unless such changes are confirmed in writing by Buyer and accepted in writing by Seller. Any price variation resulting from such changes shall become effective immediately upon the acceptance of such changes .

7. Delivery and Transportation --- Delivery terms are as stated on the face of this document. Terms are subject to change without notice to those in effect at time of shipment .

A. Shipments F.O.B. Destination --- Unless indicated otherwise on the face of this document, all shipments made F.O.B. destination at Buyer's plant or such other place served by common carrier at which Buyer or his representative takes custody of the product, when custody is taken at a point within the United States, are based upon prevailing freight rates. Freight will be allowed on delivered prices only to the extent set forth on the face of the invoice. In the case of pickup by the Buyer, Buyer's truck is destination and Seller will not deliver or bear any cost of shipment or transportation or make any allowance with respect thereto. Seller will in no event be responsible for spotting, switching, drayage, or other local charges at destination.

B. Deliveries F.O.B. Shipping Point --- Unless indicated otherwise on the face of this document, when the order is sold F.O.B. shipping point, whether the same be premises of Seller or its supplier, the cost of transportation thereof shall be borne by the Buyer.

8. Inspection --- Where Buyer is to inspect, inspection and acceptance must be made before shipment.

9. Warranty and Limitation of Remedies --- Seller undertakes that the products sold hereunder shall conform to specifications on the face hereof. Upon receipt of definite shipping instructions from Seller, Buyer shall return all defective material or material not conforming to such specifications to Seller after inspection by Seller, or at Seller's election subject to inspection by Seller's representative. The material returned must be returned in the same condition as when received by the Buyer. Defective material or material not conforming to specification so returned shall be replaced or repaired by the Seller without an additional charge or, in lieu of such replacement or repair, Seller may at its option, refund the purchase price applicable to such material. Seller agrees to pay return transportation charges not exceeding those which would apply from original destination on all defective material or material not meeting specification. However, Seller shall not be obligated for such charges when material returned proves to be free from defect and to meet specifications. Material which proves to be

free from defect and to meet specifications shall be held by Seller for shipping instructions. Buyer shall furnish such instructions promptly upon request. SELLER'S LIABILITY SHALL BE LIMITED SOLELY TO REPLACEMENT OR REPAIR, OR, AT SELLER'S OPTION TO REFUNDING THE PURCHASE PRICE APPLICABLE TO DEFECTIVE MATERIAL OR MATERIAL NOT MEETING SPECIFICATIONS. SELLER SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OR FOR LOSS, DAMAGES OR EXPENSES DIRECTLY OR INDIRECTLY ARISING FROM THE USE OF THE MATERIAL INCLUDING, WITHOUT LIMITATION, WAREHOUSING, LABOR HANDLING AND SERVICE CHARGES NOT EXPRESSLY AUTHORIZED BY SELLER. THIS WARRANTY IS IN LIEU AND EXCLUDES ALL OTHER WARRANTIES (except for any warranty furnished by any supplier which runs directly in favor of the Buyer) GUARANTEES OR REPRESENTATIONS, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

10. Claims --- Any course of dealings between the parties to the contrary notwithstanding, at Seller's election any claim for breach of warranty, failure or delay in delivery or otherwise, shall be deemed waived by the Buyer unless presented in writing to the Seller within ten days after receipt of material. No inspection or investigation of claims by the Seller even though occurring after the period above specified, shall be deemed a waiver of this provision. Carriers are responsible for goods lost or damaged in transit and Buyer must immediately notify the carrier in writing of such loss or damage.

11. Taxes --- All taxes of any sort now or hereafter imposed by any federal, state, municipal or other governmental agency that may be levied against this transaction at any time now or in the future are for the Buyer's account. Including but not limited to import and/or anti-dumping taxes, duties or fees.

12. Source of Materials --- Unless otherwise expressly agreed upon, Seller has the right to obtain the material ordered from any source at its discretion.

13. Patents --- If any material shall be sold by Seller to meet Buyer's specifications or requirements and is not a part of Seller's standard line offered by it to the trade generally in the usual course of Seller's business, Buyer agrees to defend, protect and save harmless Seller against all suits at law or in equity and from all damage, claims and demands for actual or alleged infringement of any United States or foreign patent and to defend any suits or action which may be brought against Seller for any alleged infringement because of the sale of any such material.

14. Waivers --- No waivers by the Seller of any breach of any provisions hereof shall constitute a waiver of any other breach of such provision. Seller's failure to object to provisions contained in any communication from the Buyer shall not be deemed an acceptance of such provisions or as a waiver of the provisions of this contract.

15. Compliance With Laws, Rules and Regulations --- In the performance of its obligations hereunder, Seller shall comply with all applicable laws, ordinances, rules and regulations including, without limitation: Executive Order 11246 (Equal Employment Opportunity); Executive Order 11625 (Minority Business Enterprises), Vocational Rehabilitation Act of 1973 and Executive Order

11758 (Employment of Handicapped Persons); Veterans Employment and Readjustment Act of 1972 and Executive Order 11701 (Disabled Veterans and Vietnam Veterans); Executive Order 11141 (Age Discrimination in Employment); and Fair Labor Standards Act of 1938.

16. Timing of Billing to Buyer - Seller will invoice Buyer upon shipment from its supplier or facility, or upon material readiness for shipment, unless otherwise indicated on the face of this document.

17. Storage of Material For Buyer - If, at Buyer's request, goods covered by this document are held at Seller's facility or service provider for more than 21 days after they are available for shipment, Buyer shall accept Seller's invoice and pay said invoice based on payment terms set forth herein. Storage fees may apply.

18. Material Reservation - Seller will only reserve material for 30 days with receipt of an executed purchase order, quote or order acknowledgement acceptable to Seller. After that time, material availability, price and shipment date may be adjusted, at Seller's option.

19. Title to Goods --- Under the UCC, title to all goods sold by the Seller to the Buyer does not pass to Buyer until Buyer pays for the goods in its entirety. Seller reserves a purchase money security interest in all goods sold until all amounts due to Seller have been paid.

20. Assignment --- No assignment of rights or delegation of duties by Buyer shall be binding upon Seller without Seller's written consent.

21. Applicable Law --- The sale of goods shall be governed by the laws of the State of New York, exclusive of choice of law rules.

22. Applicable Venue and Jurisdiction --- Buyer consents to jurisdiction and venue in any court of competent jurisdiction in New York City, New York, for any and all suits or actions brought for any and every breach of this contract.