

TERMS AND CONDITIONS OF ACKNOWLEDGMENT OF ORDER

1. **EXCLUSIVE REMEDY.** Seller will replace or, at its option, repair any products or parts thereof which are found defective by Seller in material or workmanship within one year from date of shipment, provided the product has been properly installed, maintained and operated. Seller's obligation with respect to such products will be exclusively limited to repair or replacement F.O.B. Deerfield Beach, Florida, U.S.A., and in no event shall Seller be liable for consequential or special damages, or for transportation, installation, adjustment, or other expenses which may arise in connection with such products. **NO EXPRESS WARRANTIES AND NO IMPLIED WARRANTIES WHETHER OF MERCHANTABILITY OF FITNESS FOR ANY PARTICULAR USE, OR OTHERWISE (EXCEPT AS TO TITLE), SHALL APPLY TO PRODUCTS SOLD BY US, AND NO WAIVER, ALTERATION, OR MODIFICATION OF THE FOREGOING CONDITIONS SHALL BE VALID UNLESS MADE IN WRITING AND SIGNED BY AN OFFICER OF SELLER.**

2. **METHOD OF SHIPMENT.** This apparatus will be shipped "knocked down" to the extent we consider necessary for proper shipment with small parts.

3. **SHIPMENT.** All goods are shipped F.O.B. shipping point which shall be Deerfield Beach, FL unless otherwise specified. Risk of loss of damage to goods in transit shall fall upon Buyer.

4. **TERMS.** Subject to any prior written agreement to the contrary, and to approval of credit, payment for products shall be made net 30 days from date of invoice. If in Seller's opinion the financial condition of Buyer does not justify continuance of production or shipment on the terms of payment specified, Seller may, at its option, require full or partial payment in advance. Seller reserves the right to issue an invoice if shipment is delayed due to Buyer's responsibility, request or if partial shipment occurs. Goods held for Buyer shall be at the risk and expense of Buyer. All bank and collection charges are for Buyer's account.

5. **TAXES.** In addition to the purchase price, Buyer shall pay or upon receipt of invoice from Seller shall reimburse Seller for all sales, use, occupation, gross income, excise, documentary stamp, and other taxes, assessed or imposed by Purchaser, or on the machine as required to be collected by Seller, by reason of or on account of the delivery, purchase, or sale of any article here under or the execution of this contract.

6. **PATENT INDEMNITY.** Buyer shall indemnify and hold Seller harmless against any loss, liability or expense, including reasonable attorney's fees, resulting from infringement or patents or trademarks arising from compliance with Buyer's design, specifications or instructions. Upon notification by Seller, Buyer shall at its sole expense

undertake the complete defense of all lawsuits or other proceedings brought under this paragraph. Buyer agrees that it will not reproduce any of the aforementioned equipment in whole or part for the purpose of use or resale or for any other purposes without the Seller's written consent.

7. **DELAYS.** Shipping dates are approximate and are based upon prompt receipt of all necessary instructions and information which will enable Seller to immediately start shop construction. Seller shall not be liable for delay in delivery due to causes beyond its reasonable controls such as acts of God, acts of Buyer, acts of civil or military authority, priority, fires, strikes, floods, epidemics, quarantine restrictions, war, riot and delays in transportation. In the event of delay due to such causes, the date of delivery shall be extended for a period equal to the time lost by reason of delay. If by reason of any of the foregoing events or conditions shipment is delayed more than one year beyond the period specified herein, either party may terminate this contract by written notice to the other, and in that event Seller shall return to Buyer all payment previously made hereunder without interest.

8. **STANDARD PRICES.** Prices shown are standard to Industry and U.S. government for a like quantity and model.

9. **CLAIMS.** All claims must be made in writing within 30 days of receipt of goods; otherwise such claims shall be deemed waived and released by Buyer.

10. **DEFAULT.** In the event of a default by Buyer, Seller may, in addition to all other remedies it may have as a result of such default, elect to retain any and all payments made by Buyer hereunder as liquidated damages.

11. **RETURN OF GOODS.** No materials shall be returned without authorization and shipping instructions first being obtained from Seller. Unless Seller specifically an expressly agrees otherwise, freight forwarding, transportation and other associated shipping costs and customer clearance charges shall be paid by Buyer.

12. **CONTROLLING PROVISIONS.** These terms and conditions shall supersede any provisions, terms and conditions contained on any purchase order, or other writing Buyer may give or have given, and the rights of the parties shall be governed exclusively by the terms and conditions hereof.

13. **MERGER CLAUSE.** This writing constitutes the final expression of the parties' agreement, and it is a complete and exclusive statement of the terms of that agreement. The terms and conditions herein contained shall supersede all prior oral or written statement of any kind whatsoever made by Seller or its representative.

IMPORTANT

This merchandise was carefully packed and thoroughly inspected before leaving our factory. Responsibility for its safe delivery was assumed by the carrier upon acceptance of the shipment. Claims for loss or damage sustained in transit must, therefore, be made upon the carrier as follows:

CONCEALED LOSS OR DAMAGE

Concealed loss or damage means loss or damage which does not become apparent until the merchandise has been unpacked. The contents may be damaged in transit due to rough handling even though the carton may not show external damage. When the damage is discovered upon unpacking, make a written request for inspection by the carrier's agent within fifteen days of the delivery date. Then file a claim with the carrier since such damage is the carrier's responsibility. By following these instructions carefully, we guarantee our full support of your claims to protect you against loss from concealed damage.

VISIBLE LOSS OR DAMAGE

Any external evidence of loss or damage must be noted on the freight bill or express receipt, and signed by the carrier's agent. Failure to adequately describe such external evidence of loss or damage may result in the carrier refusing to honor a damage claim. The form required to file such a claim will be supplied by the carrier.

**DO NOT RETURN DAMAGED MERCHANDISE TO US
FILE YOUR CLAIM AS ABOVE**