

SARGENT AND GREENLEAF

TERMS AND CONDITIONS OF SALE

The terms and conditions contained herein shall govern the sale of all Sargent and Greenleaf products located in the Sargent and Greenleaf product catalog and/or offered for sale by Sargent and Greenleaf, Inc. or Sargent and Greenleaf S.A. (hereinafter collectively "S&G"). The acceptance of any order is expressly made conditional upon Customer's assent to these Terms and Conditions of Sale.

PRICES & TAXES: S&G reserves the right, in its sole discretion, to change or amend its price list (including, but not limited to, adding or removing Products from the price list), and standard terms and conditions of sale as contained in its catalogs, price list or published sales policies, without incurring any liability whatsoever to its Customer or others.

All orders will be filled at the S&G price list in effect at the time of order placement, as quoted by S&G and/or as mutually agreed with the Customer. All list prices are subject to change without notice and are not guaranteed.

All orders shall be subject to S&G's then current standard terms and conditions of sale, those terms and conditions of sale contained in a quotation for sale provided to Customer by S&G, or as otherwise mutually agreed with the Customer.

Any special product pricing will be firm for a maximum of thirty days unless otherwise specified.

All quoted and/or mutually agreed prices do not include federal, state or local taxes, including all customs, duties and sales, use, excise and/or other taxes payable.

ORDERS: No order for Products shall be deemed to have been accepted by S&G until written notice of its acceptance is received by the Customer from S&G via an order acknowledgement. S&G reserves the right, in its sole discretion, to decline to accept any order. Purchase Orders will bind S&G only to the extent accepted by S&G's written confirmation or delivery.

S&G will attempt to fill orders in the order in which they are received, subject to prior orders. However, S&G reserves the right to allocate orders or fill an order or orders ahead of prior orders, if, in its judgment, the facts warrant such a change.

RELEASE DATES – Orders without a specific release date will be processed for delivery at the earliest possible time. When orders are placed combining items indicating long lead times with products generally having short lead times, partial shipments will be made unless otherwise specified.

BLANKET PURCHASE ORDERS ARE NOT ACCEPTED.

Any additional provisions in a Purchase Order, including any pre-printed terms, shall be void and not binding on S&G, unless expressly accepted by S&G. For greater certainty, the acceptance by S&G of a Purchase Order shall not be deemed acceptance of the additional terms of such Purchase Order.

S&G will accept orders via phone, email, fax or courier. S&G will send out an order acknowledgement for all orders received via email, phone or fax.

SPECIAL ORDERS: Any modification to a standard product configuration is considered a special order. No credits will be issued for returned special orders unless authorized by S&G Customer Service.

INCOMPLETE ORDERS: An incomplete order is one that is not fully specified according to the appropriate nomenclature required for that product. Any incomplete order will not be entered and will be referred to the appropriate S&G Sales Representative for resolution.

SAMPLES: Please contact your local S&G Sales Representative for sample requests.

MINIMUM ORDER – The minimum order value is \$500.00.

CREDIT LIMITS: S&G's policy is to extend Net 30-day terms/open account combined with a credit line based on financial capacity. For all accounts S&G requires a Credit Application and Sales Tax Exempt Certificate (if applicable). S&G evaluates traditional sources of credit information: D&B, trade and bank references, financial information, and business plans. The supply of credit herein shall be at the discretion of S&G. If available information and/or financial circumstances will not support open accounts terms, S&G offers Cash in Advance and Credit Card (MasterCard or VISA) terms. S&G performs periodic reviews of credit lines and terms of payment and may request updated financial information.

S&G reserves the right to withhold delivery of Product if Customer does not meet S&G's credit requirements for the amount of Product ordered, or the amount of Product which remains unpaid (whether or not overdue) exceeds the limit established by S&G for Customer. Customer shall provide, at S&G's request, an acceptable letter of credit or guarantee or security in a form and amount determined by S&G.

If Customer shall become overdue on its account or otherwise defaults in any payment to S&G or if its financial condition shall at any time appear inadequate to warrant further shipment on an open account basis, S&G shall have the right, without liability, to refuse to accept any or all orders, to cancel any and all orders, to delay shipments, or to require advance payment before accepting or shipping any orders. All orders and all shipments are subject to approval by the S&G Credit Department.

PAYMENT TERMS: S&G standard payment terms are net 30 days from date of invoice, unless otherwise mutually agreed in writing with Customer.

S&G shall be entitled to charge and Customer shall pay interest on overdue invoices at the rate of two percent (2%) per month/18% per annum calculated from the date of the invoice to the date of payment, including any attorney fees incurred by S&G resulting from the collection of such overdue payment. Customer shall pay all sums owing to S&G without any deduction or abatement and Customer shall have no right of set-off.

In the event that Customer disputes any portion of the payment due, Customer shall be obligated to pay the balance which is not the subject of dispute

Without limiting any other rights it may have under these terms of sale and applicable law, all of S&G's obligations under this Agreement, including obligations of supply, or any Purchase Order, can be suspended or cancelled should Customer be delinquent in making payment for previously shipped Products.

INTERNATIONAL SALES:

S&G Management must approve all sales made domestically for foreign applications for consideration of international agent commissions, special packaging requirements and support requirements. The final price you pay may be affected.

Unless otherwise mutually agreed with S&G, all International Resellers located outside of the United States of America who place orders are subject to and must pay by (1) Cash in Advance, (2) Confirmed Irrevocable Letter of Credit, (3) Standby Letter of Credit. Unless otherwise mutually agreed with S&G, all payments must be made in U.S. dollars for the account of Sargent and Greenleaf, Inc. or Sargent and Greenleaf S.A. (if applicable).

All international shipments shall be FCA (Incoterms 2010) from S&G's facility in Nicholasville, Kentucky USA,

Ecublens, Switzerland or Hong Kong. S&G shall be deemed to have delivered all Products and related goods when such are put in the custody of a carrier at S&G's plant or warehouse above, at which time all title and risk of loss or damage shall pass to Customer.

SHIPPING/FREIGHT:

All Products shall be shipped FOB Origin domestic or FCA International (INCOTERMS 2010) from S&G's facility in Nicholasville, Kentucky USA, Ecublens, Switzerland or Hong Kong. S&G shall be deemed to have delivered all Products and related goods when such are put in the custody of a carrier at S&G's plant or warehouse above, at which time all title, risk of loss or damage shall pass to Customer. All shipments will be made in accordance with the preferred routing, carrier assignments, and operational guidelines of S&G. Customer shall bear all costs of freight, insurance and associated costs and shall make all arrangements for same.

These freight terms apply only to a single destination within the contiguous United States.

Should a shipment qualify for one of S&G's free freight programs, the Products shall be shipped FOB Origin domestic (with exception to prepaid freight) or FCA International (INCOTERMS 2010) (with exception to prepaid freight) from S&G's facility in Nicholasville, Kentucky USA, Ecublens, Switzerland or Hong Kong.

DELIVERY: Orders shall be acknowledged and given a scheduled delivery date based on estimated manufacturing lead times. Manufacturing lead time will begin once all information is received to process an order. Delivery dates given by S&G as part of order acknowledgment for accepted orders for Products or related goods will be honored by S&G on a best effort basis. Shipping dates shown on order acknowledgments are based upon S&G's estimate and cannot be guaranteed. S&G will not be liable for any loss or damage resulting from delay in filling orders, including any direct or consequential loss or damage. S&G reserves the right to make partial shipments unless the order specifies otherwise.

DROP SHIP CHARGES: A minimum drop ship charge of \$100.00 will be applied to any single purchase order below \$10,000 total value. Orders above \$10,000 may be drop shipped to a single location at customer discretion free of charge.

CHANGES/CANCELLATIONS: After orders are entered for manufacturing, changes or cancellations cannot be accepted without S&G written permission, and may be subject to a change or cancellation charge equivalent to 30% of the purchase price.

CHANGES TO EXISTING PURCHASE ORDERS – S&G reserves the right to impose a charge for any changes to an order that is in process. These charges may apply for cancellation, quantity/product changes, requested ship date changes and other changes

Orders for special and/or custom designed goods not immediately saleable to another customer are not changeable, cancelable, or returnable.

RETURNED GOODS: S&G Customer Service MUST authorize all returns. All goods must be returned in original packaging and be in resalable condition except for warranty returns. Use fax number 859-887-2057 or 800-634-4843 for returned goods authorization only. No material may be returned without prior written approval from Sargent & Greenleaf and a valid Returns Good Authorization (RGA) number. An RGA number is obtained by contacting your S&G Customer Service Representative. A restocking charge of 25% of the purchase price will be applied to the Customer's account except for warranty returns. Transportation charges of returned goods must be prepaid by Customer. All goods must be returned within sixty (60) calendar days of RGA issue date. All goods must be returned in original packaging and be in resalable condition except for warranty returns. Product not returned in salable condition or after sixty (60) days of the RGA issue date is subject to disposal by S&G with no credit issued. RGA requests are initiated by an e-mail to: Orders@SargentandGreenleaf.com.

This policy applies only to standard products and not to piece parts or special/custom orders. Piece parts or special orders may not be returned.

Claims by the purchaser concerning the quantity, quality or condition of goods supplied by Sargent & Greenleaf must be forwarded to the Company within thirty (30) days of receipt of goods.

S&G cannot authorize the return of discontinued product.

EXPORT REGULATIONS: Customer agrees to conform to, and abide by, the export laws and regulations of the US, including, but not limited to, the Export Administration Act of 1979 as amended and its implementing regulations. Diversion contrary to US laws and regulations is prohibited.

LIMITED WARRANTY: The terms and conditions outlined above are subject to S&G's Limited Warranty, which is included in the S&G Product Catalog and is incorporated herein by reference. Upon return of a defective product, S&G shall either repair or replace the product, in its sole discretion, in accordance with our standard warranty

EXCEPT AS SET FORTH HEREIN, S&G MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AND BUYER ACKNOWLEDGES THAT NO REPRESENTATIONS, WARRANTIES, PROMISES OR STATEMENTS HAVE BEEN MADE BY S&G, WITH RESPECT TO THIS PRODUCT, OR ANY PART OR PORTION THEREOF. IN ADDITION, S&G MAKES NO WARRANTY OF MERCHANTABILITY OF THIS PRODUCT OR ANY PART OR PORTION THEREOF, FOR ANY PURPOSE, NOR ANY WARRANTY WHICH EXTENDS BEYOND THE DESCRIPTION ON THE FACE HEREOF. S&G SHALL NOT, IN ANY EVENT, BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES SUFFERED BY BUYER OR ANYONE CLAIMING BY, THROUGH OR UNDER BUYER, AS A RESULT OF THE CONDITION OF THIS PRODUCT, OR ANY PART OR PORTION THEREOF, AND THERE ARE NO ORAL OR WRITTEN UNDERTAKINGS OR AGREEMENTS OF ANY TYPE PROVIDED BY S&G EXCEPT AS EXPRESSLY SET FORTH HEREIN. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR PROHIBIT THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY IN YOUR STATE.

GOVERNING LAW: These Terms and Conditions of Sale and any subsequent sales agreements between S&G and Customer shall be construed in accordance with the laws of the State of Kentucky. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.