

TERMS AND CONDITIONS OF SALE

CONTROLLING PROVISIONS: No terms and conditions other than the terms and conditions contained herein shall be binding upon the Seller unless accepted by it in a writing signed by the management of Advanex Americas, Inc. (Seller). All terms and conditions are contained in any prior oral or written communication, including, without limitation, Buyer's purchase order, which are different from or in addition to the terms and conditions herein are hereby rejected and shall not be binding on Seller. All prior proposals, negotiations, and representations, if any, are merged herein. Buyer will be deemed to have assented to all terms and conditions contained herein if any part of the products are shipped or invoiced to Buyer.

TERMS: Buyer agrees to pay for the products according to the Seller's payment terms. In the event Buyer fails to make any payment to Seller when due, Buyer's entire account(s) with Seller shall become immediately due and payable. All past due amounts are subject to interest at the rate of twelve percent per annum. Buyer does hereby grant Seller a purchase money security interest in the products until such time as Seller is fully paid.

REMEDIES OF SELLER: Upon default by Buyer, Buyer agrees to reimburse Seller all attorney fees and court costs incurred by Seller in connection therewith. Buyer agrees that any of the following shall constitute an event of default which shall enable Seller, at its option, to cancel any unexecuted portion of this order or to exercise any right or remedy which it may have by law: (a) the failure of Buyer to perform any term or condition contained herein; (b) the insolvency of Buyer or its failure to pay debts as they mature, an assignment by Buyer for benefit of its creditors, the appointment of receiver for Buyer or for the materials covered by this order, or the filing of any petition to adjudicate Buyer bankrupt; or (c) the death, incompetence, dissolution, or termination of existence of Buyer. All rights and remedies of Seller herein are in addition to, and shall not exclude, any rights or remedies that Seller may have at law or equity. In the event it becomes necessary to incur any expense for collection of any overdue account, reasonable collection charges, including reasonable attorneys' fees, will be added to the balance due and Buyer shall pay all such charges.

GOVERNING LAW: This transaction shall be governed in all respects by the laws of the State of California.

SHIPMENT/DELIVERY: All products are shipped F.O.B. Seller's warehouse in Cypress, California, unless otherwise stated by Seller in writing. Risk of loss shall transfer to the Buyer upon tender of goods to Buyer, Buyer's representative, or common carrier. Seller will make a good faith effort to complete delivery of the products as indicated by Seller in writing, but Seller assumes no responsibility or under no circumstances shall be liable for any special, consequential, incidental, indirect, or liquidated damages, line down charges, losses, or expenses (whether or not based on negligence) arising directly or indirectly from delays or failure to give notice of delay.

WARRANTY: SELLER WARRANTS THAT THE PRODUCTS SHALL BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR A PERIOD OF 90 DAYS FROM THE DATE OF INVOICE. Seller's obligation under this warranty is limited to repair or replacement of any product returned to Seller's place of business and which, upon examination, are deemed to be defective by Seller. SELLER will make the repair or replacement of any defective product under this warranty without charge. **SELLER HEREBY DISCLAIMS ALL OTHER EXPRESSED OR IMPLIED WARRANTIES, WHETHER BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE.**

LIMITATION OF LIABILITY: UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE TO BUYER FOR ANY INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR LIQUIDATED DAMAGES OF ANY KIND, WHETHER BASED UPON WARRANTY, CONTRACT, NEGLIGENCE, OR ANY OTHER THEORY OR CAUSE OF ACTION ARISING IN CONNECTION WITH THE DESIGN, MANUFACTURE, SALE, TRANSPORTATION, INSTALLATION, USE, OR REPAIR OF THE PRODUCTS. BUYER HEREBY ACKNOWLEDGES AND AGREES THAT UNDER NO CIRCUMSTANCES, AND IN NO EVENT, SHALL SELLER'S LIABILITY TO BUYER, IF ANY, EXCEED THE NET SALES PRICE OF THE PRODUCTS.

INDEMNIFICATION: The Buyer shall at its own expense apply for and obtain any permits and inspections required for the installation and/or use of the products. Seller makes no promise or representation that the products or services will conform to any federal, state, or local laws, ordinances, regulations, codes or standards, except as particularly specified and agreed upon in writing by an authorized representative of Seller. Seller shall not be responsible for any losses or damages sustained by the Buyer or any other person as a result of improper installation or misapplication of the products. Buyer shall defend, indemnify, and hold harmless Seller and its agents and employees against any loss, damage, claim, suit, liability, judgment, or expense (including, without limitation, attorneys' fees) arising out of or in connection with any injury or death or persons (including, without limitation, Buyer's employees and agents) or damage to or loss of any property, or violation of any applicable laws or regulations resulting from or in connection with the installation, use, or repair of the products by Buyer. The obligations and indemnities contained in this paragraph shall survive the termination of the transaction.

INSPECTION AND ACCEPTANCE: Buyer shall have thirty (30) days from the date Buyer receives any products to inspect such products and services for defects and nonconformance, including damage, shortage, or errors in shipping, and to notify Seller, in writing, of any defects, nonconformance, or rejection of such products. After such thirty-day period, Buyer shall be deemed to have irrevocably accepted the products. After such acceptance, Buyer's sole remedy for nonconformance or defective products shall be as set forth in the warranty described above. Traceability for lot of material must be provided in order to file any claim.

SEVERABILITY: If any provision hereof is held to be illegal, invalid, or unenforceable under any present or future laws, such provision shall be fully severable and the terms and conditions herein shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been made a part hereof. The remaining provisions herein shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provisions or by their severance here from.

NON-WAIVER: Seller's failure to insist upon the strict performance of any term of condition herein shall not be deemed a waiver of any of Seller's rights or remedies hereunder.

ENTIRE AGREEMENT: This document constitutes the entire, complete, and exclusive agreement between the parties with respect to the subject matter hereof and contains all the agreements and conditions of sale; no course of dealing or usage of the trade shall be applicable unless expressly incorporated herein. The terms and conditions contained herein may not be added to, modified, superseded, or otherwise altered except by a written modification signed by the management of Advanex Americas, Inc. All transactions shall be governed solely by the terms and conditions contained herein.