

TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale apply to all sales by Suddekor, LLC ("Seller") to Buyer. As used herein, the term "Buyer" means the purchaser or the party acquiring the ownership rights associated with the goods provided by Seller.

1. ACCEPTANCE - The Buyer agrees that these Terms and Conditions of Sale will apply to and govern the contract between the parties for the purchase and sale of all goods (the "Goods") provided by Seller. Acceptance of Seller's offer is expressly limited to acceptance of these Terms and Conditions of Sale and Seller expressly objects to any additional or different terms proposed by Buyer. In case of any inconsistency between these Terms and Conditions of Sale and any additional or conflicting terms and conditions proposed by Buyer, these Terms and Conditions of Sale shall prevail. These Terms and Conditions of Sale together with the Seller's invoice and Buyer's Order confirmation but excluding the preprinted terms thereon, if any, constitute the complete and final agreement and understanding between Buyer and Seller and shall not be modified in any way except by a writing signed by a authorized representatives of Buyer and Seller.

2. CANCELLATION AND CHANGES - Orders which have been accepted by Seller are not subject to cancellation or changes in specification, function, destination, delivery time or in any manner otherwise affecting the scope of work under said order and will not be binding upon Seller unless made and accepted in writing by an authorized representative of Seller.

3. DELIVERY - Delivery dates are approximate only. Seller shall attempt to make shipment within the time specified after the receipt of full data from Buyer, including approved specifications. Delivery is Ex Works (Incoterms 2010) Seller's point of shipment/FAS port of entry for goods imported by sea or air. Risk of loss passes to Buyer upon delivery to the carrier and Buyer shall be responsible for insuring the goods during transit. Buyer will pay all delivery costs and charges including any prepaid by Seller. Partial shipments may be made by Seller.

4. FORCE MAJEURE - Neither party will be liable for delays in or suspension of performance (other than the obligation to pay for services rendered and goods sold and delivered) caused by acts of God or governmental authority, strikes or labor disputes, accident, flood, fires or other loss of manufacturing facilities, lack of adequate fuel, power, raw materials, labor, or transportation facilities, breach by suppliers of supply agreements, or any other cause, whether similar or dissimilar, beyond the reasonable control of that party.

5. PRICES - All written quotations expire thirty (30) days after date provided. Quotations may be terminated earlier by notice and constitute only solicitations for offers to purchase. Notwithstanding anything to the contrary, Seller reserves the right to refuse to accept any order or to delay commencement of production until receipt of an advance payment if Seller determines its ability to be timely paid may be impaired. If Buyer's order is not accepted for any reason, Seller's sole obligation shall be to refund any advanced payment made by Buyer. Prices do not include sales, use, or similar taxes payable by reason of this transaction and Buyer shall be responsible for the payment of all such taxes unless Buyer provides Seller with a tax exemption certificate acceptable to the applicable taxing authorities.

6. SECURITY INTEREST - Buyer grants Seller a purchase money security interest in the Goods, and any proceeds thereof, until all amounts owed to Seller are paid in full. Buyer authorizes Seller to file or record a purchase order or copy thereof or any UCC statement showing Seller's interest in the Goods in all jurisdictions where Seller may determine filing to be appropriate. Buyer shall promptly execute any documents requested by Seller to further Seller's interest. Buyer will not encumber the Goods with any mortgage, lien, pledge or other attachment prior to payment in full of the price.

7. TERMS OF PAYMENT - Buyer shall pay Seller for the Goods and Services by paying all invoiced amounts in U.S. dollars within thirty (30) days from the invoice date. Advanced payments or deposits may be required by Seller with an order at any time and when received shall be credited to Buyer by Seller. All payments shall be made without deduction, deferment, set-off, lien or counterclaim of any nature. Payments not received when due are subject to a service and carrying charge of one and one-half (1-1/2) percent per month on the outstanding balance or the maximum amount allowed by law, whichever is less. In no event will Seller be entitled to collect more than the maximum amount allowed by law. Amounts placed for collection will also be subject to collection fees, attorney's fees, or both of them.

8. CONFIDENTIALITY - All drawings, designs and specifications supplied by Seller have been prepared or assembled by Seller and are solely Seller's property. Such drawings, designs and specifications have been furnished in order to provide full documentation and on the condition that they shall not be reproduced or copied in any manner whatsoever in whole or in part, except for Buyer's internal use as necessary, and upon the further condition that they shall not be disclosed to others, or used in the production of parts, unless authorized in writing by Seller.

9. CONSEQUENTIAL DAMAGES - Seller will not be liable for and Buyer hereby waives and releases any claims against Seller for any direct, indirect, special, incidental, exemplary, or consequential damages, or, however characterized, for any lost sales, downtime, revenues or profit, loss or return of or damage to product, loss of facilities, inventory, work-in-process, or loss of prospective economic advantage, arising from any performance or failure to perform by Seller or its employees or subcontractors under an order, or from the breach of any warranty hereunder.

10. LIMITATION OF LIABILITY - In no event will Seller's liability for any failure of performance, other breach of an order, breach of warranty, or for any other cause exceed the price paid by Buyer for the Goods that are the subject of such claim, and Buyer hereby waives and releases any claims against Seller in excess of such price.

11. GOVERNING LAW AND JURISDICTION - These terms and conditions and any dispute arising under or with respect to a purchase order shall be solely and exclusively governed and decided in accordance with the laws of the State of Massachusetts. The parties hereby consent to the non-exclusive jurisdiction of the state and federal courts sitting in and for Massachusetts.

12. EXCLUSIVE REMEDIES - The remedies available and set forth herein are the sole and exclusive remedies available to the parties for a breach of these terms and conditions and of the agreement between the parties and are in lieu of all other remedies available at law or in equity.

13. GENERAL - Neither party shall assign these terms and conditions or an order without the prior written consent of the other party, which consent shall not be unreasonably withheld. If any provision of these terms and conditions is held to be invalid or unenforceable, such holding shall not affect the validity or enforceability of any other provision herein. No waiver by either party of any default or breach by the other party will operate as or be deemed a waiver of any subsequent default or breach.