1. THESE TERMS AND CONDITIONS. All products and services are furnished in accordance with these Standard Terms and Conditions of Sale of THE PRINCE & IZANT Company and its subsidiaries, including, without limitation, Bellman-Molner (“Seller”), together with any terms and conditions printed on the face of the accompanying invoice or quotation. If THESE TERMS AND CONDITIONS ARE NOT ACCEPTABLE, BUYER MUST NOTIFY SELLER in writing IMMEDIATELY. Any provision in Buyer’s order that conflicts with, is inconsistent with or is in addition to or contradiction of these Standard Terms and Conditions of Sale shall be deemed void. The buyer agrees that these Standard Terms and Conditions of Sale shall control in the event of any additional or different terms and conditions or any controversy with respect to the terms and conditions of this contract.

2. ACCEPTANCE OF ORDERS. All contracts of sale, including orders, specifications and terms of payment, are subject to final approval and acceptance in writing by an authorized representative of Seller.

3. PRICES. All prices are subject to change without notice. All shipments will be billed at Seller’s prices in effect at time of shipment unless there is an agreed contract price in place between Seller and Buyer.

4. CANCELLATIONS; CHANGES. Cancellations or changes by Buyer must be given in writing and may only be made with Seller’s prior consent, and any such cancellation or change, even if consented to by Seller, is subject to payment of cancellation charges or other equitable adjustment to cover any increased cost or expense or loss of profit incurred by Seller. Without limiting the foregoing, Buyer must notify Seller of any request for a decrease in scheduled quantities at least thirty days prior to any scheduled delivery date. Thereafter, a mutually agreed reduction in quantity will be permitted and payment in full must be made for the new quantity scheduled.

5. PAYMENT; SECURITY. Unless otherwise specifically provided herein, terms are as set forth on the accompanying invoice of Seller. If Buyer fails to fulfill the terms of payment, Seller may defer further shipments until such payments are made or may cancel the order or the unshipped portion thereof. Seller reserves the right to require from Buyer, at any time, satisfactory security for performance of Buyer’s obligations under any order placed with Seller, and refusal or failure to furnish such security will entitle Seller to suspend shipment until such security is furnished or to cancel the order or the unshipped portion thereof. Seller may assess a 1% per month payment late charge on all past due accounts. Buyer shall not have any right to set off any amounts due. In the event Buyer requests to make payment for products via credit card, Seller reserves the right to assess an additional three percent (3%) over invoiced amount.

6. SECURITY INTEREST. Buyer grants to Seller and to its successors and assigns a purchase money security interest in and to the Products sold under this Agreement and all proceeds and products thereof, including the proceeds of any insurance related thereto. The security interest hereby created shall secure the payment of the purchase price for the Products, together with all costs and expenses, including court costs and attorneys’ fees incurred or expended in collecting the indebtedness secured hereby and in enforcing the security interest created hereby.

7. PRODUCT SPECIFICATIONS. All products are subject to Seller’s standard manufacturing variations and tolerances. All products made to special specifications shall be inspected and accepted at the Seller’s plant when inspection is required.

8. DELIVERY; RISK OF LOSS. All shipments are F.A.S. Seller’s plant unless otherwise provided on Seller’s invoice. Shipping and delivery dates are approximate and are based on prompt receipt of all necessary information. Title to goods shall pass to Buyer at the time and place of delivery, and risk of loss or damage in transit, or after consigning goods to carrier’s agent at destination and to Seller. Within thirty days after receipt of goods, Seller must be notified or any claims for shortages, errors in shipment or errors in charges. In the event that products are shipped via Buyer’s FedEx, UPS, or other commercial carrier account, and a shipment is lost, Buyer will cooperate with the investigation and filing of any necessary claims with such carriers.

9. ASSIGNMENT AND SUBCONTRACTING. Seller shall be entitled at all times to assign its rights under the contract (in whole or in part) or to subcontract any part of the work or services to be provided under the contract as it deems necessary or desirable, unless the parties agree in writing otherwise.

10. DELAYS/FORCE MAJEURE. The Seller’s goal is to provide delivery performance to meet or exceed requirements of the Buyer. Interruptions to normal business practices are rare, but when they do arise they may delay delivery of goods. Delivery performance delays beyond Seller responsible control due to causes such as, federal, state, county or municipal laws and regulations, fires, strikes, labor disputes, floods, accidents, embargoes, transportation delays, shortage of railroad cars, shortage of fuel or other material, shortage of labor, act of God, act of government, act of terrorism, act of subcontractor or carrier, or act or omission of Buyer (including any refusal by Buyer to accept changes in price), the time of performance shall be extended by a period of time equal to the period of the delay and its resolution.

11. LIMITED WARRANTY. As its exclusive remedy hereunder, Seller warrants its products to be substantially in accordance with Buyer’s specifications, as specified on the Buyer’s Purchase Order, and otherwise free from defects in material and workmanship at the time of delivery. This includes goods that may be sold by Seller that contain components not manufactured by the Seller. EXCEPT FOR THE FOREGOING WARRANTY, SELLER DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THOSE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

12. EXCLUSIVE REMEDY. SELLER’S ENTIRE AND EXCLUSIVE LIABILITY, WHETHER FOUND ON WARRANTY, CONTRACT, NEGLIGENCE OR OTHERWISE, AND BUYER’S EXCLUSIVE AND SOLE REMEDY, IS LIMITED TO REPAIR OR REPLACEMENT OF DEFECTIVE PRODUCTS OR, AT SELLER’S OPTION, RETURN OF THE PURCHASE PRICE. If Buyer delivers a written notice of breach of warranty Seller within thirty days after delivery of any product furnished hereunder, then, after reasonable opportunity to investigate whether the product is defective, Seller at its option will either replace the defective product or refund the purchase price. No return of defective product or refund of purchase price will be made unless Seller has first authorized its return. Returned products must be accompanied by a copy of the invoice showing in detail the list of the returned products and the date of Seller’s authorization of their return. Seller will not be responsible for transportation charges for any products returned without authorization or as to which Seller determines has been no breach of warranty.

13. LIABILITY LIMITATION. WHETHER OR NOT ANY DELA Y FOR DELIVERY IS EXCUSABLE, SELLER SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND WHATSOEVER, WHETHER DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL, OR CONSEQUENTIAL, INCLUDING, WITHOUT LIMITATION, ANY DAMAGE OR INJURY TO PROPERTY, LOST SALES OR PROF IT OR INCREASED COST OR EXPENSE, RESULTING, DIRECTLY OR INDIRECTLY, FROM ANY FAILURE TO MANUFACTURE, BREACH OF WARRANTY OR DELAY IN DELIVERY. NO CLAIM OF ANY KIND, WHETHER AS TO PRODUCTS DELIVERED OR AS TO NON-DELIVERY OF PRODUCTS, SHALL EXCEED THE AMOUNT OF THE PRICE PAID BY FOR THOSE PRODUCTS UNDER THIS CONTRACT. THE SELLER’S GOAL IS TO PROVIDE EXPECTED DELIVERIES OF PRODUCTS. All communications, representations, negotiations and promises with respect to this sale are merged herein. Any purported modification or revision of this agreement or any part thereof, or waiver of any breach of this agreement, whether written or oral, shall be of no effect unless expressly agreed to in writing by an authorized representative of either party.