

Terms and Conditions of Sale

CONTROLLING PROVISIONS. These terms and conditions govern the sale of all goods and services ("collectively, the "Products") by Part Target Inc. (the "Seller") to the Buyer identified in the applicable sales order or invoice. No terms and conditions other than the terms and conditions contained herein shall be binding upon Seller unless expressly accepted by it in writing signed by the Seller's authorized representative. All terms and conditions contained in any prior oral or written communication, including, without limitation, Buyer's purchase order or Seller's proposals, which are different from or in addition to the terms and conditions herein are hereby rejected and shall not be binding on Seller, and Seller hereby objects thereto. 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 described herein are shipped or an invoice is presented in connection with the said Products.

PAYMENT TERMS: Buyer agrees to pay for the Products according to the Seller's payment terms stated on the face of an applicable sales order or invoice. Payment in full will be due and payable on the date specified in the invoice. 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 without notice or demand. All past due amounts shall bear interest at a rate of 1.5% per month or 18% per year.

RESERVE OF RIGHT OF OWNERSHIP: All Products, whether present and future, sold by the Seller to the Buyer shall remain the sole property of the Seller until all sums due to the Seller, whether invoiced or not, have been fully paid, the whole including interest and costs.

NO SET-OFF: Buyer shall not be entitled to set-off any amounts due Buyer against any amount due Seller in connection with this transaction.

PURCHASE MONEY SECURITY AGREEMENT: As continuing collateral security for the payment of all present and future indebtedness, liabilities and obligations of the Buyer owed to the Seller, including interest thereon and all costs of enforcement of this security agreement, the Buyer hereby grants a Purchase Money Security Interest in all present and future Products supplied by the Seller to the Buyer, together with all proceeds therefrom. The Buyer acknowledges that value has been given and that the parties have not agreed to postpone the time for attachment of the security interest hereby granted.

The Seller may require additional security or guarantee of payment, such as payment by credit card authorization or stand-by letter of credit. Such additional payment

guarantees, if any, will be specifically stated on the face of an applicable sales order or invoice, and are incorporated herein by reference.

SHIPMENTS: All products are shipped F.O.B., Origin (point of shipment). Risk of loss shall transfer to the Buyer upon tender of goods to the common carrier. The cost of any special packing or special handling caused by Buyer's requirements or requests shall be added to the amount of the order. If Buyer causes or requests a shipment delay, or if Seller ships or delivers the products erroneously as a result of inaccurate, incomplete or misleading information supplied by Buyer or its agents or employees, storage and all other additional costs and risks shall be borne solely by Buyer. Claims for products damaged or lost in transit will be made by Buyer to the carrier.

TAXES: The amount of any sales, excise or other taxes, if any, applicable to the products shall be added to the purchase price and shall be paid by Buyer unless Buyer provides Seller with an exemption certificate acceptable to the taxing authorities. Any taxes which Seller may be required to pay or collect under any existing or future law with respect to the sale, purchase, delivery, storage, processing or use of any of the Products, including taxes upon or measured by the receipts from the sale thereof, shall be for the account of the Buyer, who shall promptly pay the amount thereof to Seller upon demand.

DELIVERY, FORCE MAJEURE: Seller will make a good faith effort to complete delivery of the Products as indicated in the applicable sales order or invoice. Seller shall not be liable for delays in performance, in whole or in part, or any loss, damage, cost or expense, resulting from its failure to perform hereunder due to causes beyond its reasonable control, such as acts of God, fire, strikes, epidemics, embargos, acts of government or other civil or military authority, war, riots, delays in transportation, difficulties in obtaining labor, materials, manufacturing facilities or transportation, or other similar causes ("Force Majeure" event). Upon the occurrence of a Force Majeure event the Seller shall promptly give notice to the Buyer, and the time of performance shall be extended by the duration of the Force Majeure event. In the event such Force Majeure event lasts longer than sixty (60) days the Buyer shall have the option to cancel the order, and neither party shall be liable to the other hereunder.

INSPECTION AND ACCEPTANCE: Claims for damage, shortage or errors in shipping must be reported within seven (7) days following delivery to Buyer. Buyer shall have seven (7) days from the date Buyer receives any products to inspect such products and services for defects and nonconformance which are not due to damage, shortage or errors in shipping, and notify Seller in writing of any defects, nonconformance or rejection of such products. After such seven (7) day period, Buyer shall be deemed to have irrevocably accepted the Products, if not previously accepted. After such acceptance, Buyer shall have no right to reject the Products for any reason or to revoke acceptance. Buyer hereby agrees that such seven (7) day period is a reasonable amount of time for such inspection

and revocation. Buyer shall have no right to order any change or modification to any Product previously ordered by Buyer or its representatives or cancel any order without Seller's written consent and payment to Seller of all charges, expenses, commissions and reasonable profits owed to or incurred by Seller. Specially fabricated or ordered items may not be canceled or returned, and no refund will be made. The sole and exclusive remedy for Products deemed to be defective in workmanship or material will be the repair or replacement of the Products or parts thereof, subject to the manufacturer's inspection and warranty.

A valid Return Merchandise Authorization ("RMA") number must be obtained for all returns regardless of a reason. No returns will be accepted without a properly issued RMA number. The RMA is valid for ten (10) business days from the date of issuance. Seller reserves the right to refuse any unauthorized return or delivery of expired RMA items.

NO CANCELLATION OR RETURNS: All sales are considered final unless expressly specified otherwise in writing. Orders placed with Seller are non-returnable, and may not be cancelled, rescheduled, or modified.

WARRANTY: Seller will pass through to Buyer all original manufacturers' warranties that may apply to the products. Seller may, at its option, process warranty requests by the Buyer to the original manufacturer, or refer the Buyer to the original manufacturer. Seller is not responsible for any warranty related issues. **THE BUYER'S SOLE AND EXCLUSIVE WARRANTY, IF ANY, IS THAT PROVIDED BY THE PRODUCTS' MANUFACTURER. SELLER MAKES NO EXPRESSED OR IMPLIED WARRANTIES, AND SELLER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, STATUTORY WARRANTIES AND WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

LIMITATION OF LIABILITY: Under no circumstances will Seller be liable for personal injury, property damage or any other loss, damage, cost of repairs or replacement, interruption of business operations, loss of profit or revenue, or incidental, punitive, special, consequential, or liquidated damages of any kind, whether based upon warranty, contract, strict liability, negligence or any other cause of action arising in connection with the design, manufacture, sale, transportation, installation, use or repair of the Products sold by Seller, even if Seller has been advised of the possibility of such damages or losses. Buyer hereby acknowledges and agrees that under no circumstances shall Seller's liability, if any, exceed the net sale price of the Product(s). Unless expressly warranted by the manufacturer of the Products, all Products are sold "As Is," "Where Is," and "With All Faults." Any suit must be commenced within one year from the date on which the underlying claim arises.

NO RECOMMENDATIONS BY SELLER: Buyer acknowledges that Seller has not made any recommendations or representations of any kind or character, with respect to (i) the Products sold, their use, design, application or operation, their physical condition or their fitness for a particular purpose, (ii) the maintenance or other expenses to be incurred in connection with the Products, or (iii) the accuracy or reliability of any information, designs or documents furnished to Buyer.

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 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. The Products are not for use in or with any nuclear facility unless specifically so stated by Seller in writing.

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, attorney's fees) arising out of or in connection with injury or death of persons (including without limitation Buyer's employees and agents) or damage to or loss of any property or the environment, or violation of any applicable laws or regulations resulting from or in connection with the sale, transportation, installation, use, or repair of the Products by Buyer or of the information, designs, services or other work supplied to Buyer, whether caused by the concurrent or contributory negligence of Buyer, Seller, or any of their agents, employees or suppliers. The obligations indemnities and covenants contained in this paragraph shall survive the termination of this Agreement.

REMEDIES OF SELLER: Buyer agrees to pay all reasonable collection fees and legal expenses, including but not limited to attorney fees and court costs, incurred by Seller in connection with the enforcement of this Agreement in the event of a default by Buyer. Furthermore, in the event of default by Buyer the Seller shall have the right to cancel any unexecuted portion of this order, such right being in addition to all other legal remedies available to Seller. Buyer agrees that any of the following shall constitute an event of default: (a) the failure of Buyer to pay any sums due Seller under this Agreement or 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 the filing of any petition to adjudicate Buyer bankrupt provided that such petition is not dismissed within 30 days; (c) the death, incompetence, dissolution or termination of existence of Buyer; (d) a failure by Buyer to provide adequate assurance of performance within ten (10) days after a justified demand by Seller; or (e) if Seller, in good faith, believes that Buyer's ability to perform under this

Agreement is impaired. All rights and remedies of Seller herein are cumulative and in addition to any rights and remedies that Seller may have in law or in equity.

SEVERABILITY: These terms and conditions of sale shall not be construed against the party preparing them, but shall be construed as if jointly prepared by the parties, and any uncertainty or ambiguity shall not be interpreted against any one party. 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 herefrom.

CERTIFICATIONS: Seller certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit and will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. Seller certifies further that its services are performed in compliance with the Fair Labor Standards Act of 1938, as amended.

NON-WAIVER: Seller's failure to insist upon the strict performance of any term or condition herein shall not be deemed a waiver of any of Seller's rights or remedies hereunder, nor of its right to insist upon the strict performance of the same or any other term herein in the future. No waiver of any term or condition hereunder shall be valid unless in writing and signed by Seller's authorized representative.

ENTIRE AGREEMENT: This Agreement 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 to the transactions contemplated hereby. The terms and conditions contained herein may not be added to, modified, superseded or otherwise altered except by a written modification signed by the Buyer's and Seller's authorized representatives.

GOVERNING LAW: This Agreement shall be governed by, interpreted, construed and enforced in accordance with the laws of the State of Florida, without regard to its conflicts of laws principles. Any legal actions relating to this Agreement shall be taken in the 15th Circuit Court in Palm Beach County, Florida or the 11th District Federal Court in West Palm Beach, Florida, and Buyer waives any objections to the foregoing jurisdiction and forum, including but not limited to objections based on forum non convenience.