

OWEN MUMFORD USA, INC

TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

“Customer” means the person, firm or company who purchases the Products from OM.

“OM” means Owen Mumford USA, Inc.

“Products” means any products sold by OM to Customer from time to time.

“Terms and Conditions” means the terms and conditions of sale set forth in this document, and no others.

2. APPLICATION OF TERMS

2.1 Subject to Section 2.2, the sale by OM of Products to Customer will be on these Terms and Conditions to the exclusion of all other terms and conditions (including without limitation any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document).

2.2 These Terms and Conditions apply to all OM's sales and supplies of Products unless expressly superseded by a written supply, distribution or other agreement signed by duly authorized representatives of each of OM and Customer, in which case such written agreement shall govern the relationship between OM and Customer as set forth therein. No variation to these Terms and Conditions will be effective unless expressly agreed in writing by a duly authorized representative of OM.

2.3 Each order for Products by the Customer will be deemed to be an offer by the Customer to purchase Products subject to these Terms and Conditions.

2.4 No order placed by the Customer will be deemed to be accepted by OM until OM delivers the Products to the Customer or a written acknowledgment of order is issued by OM. OM reserves the right to charge the Customer for the costs of any materials incurred by OM in relation to a Customer's order following cancellation of that order by the Customer prior to OM's acceptance. Any quotation provided by OM is given on the basis that no contract will come into existence until such acceptance. Any quotation is valid for a period of 30 days only from its date, provided that OM has not previously withdrawn it.

3. DESCRIPTION

3.1 The description of the Products will be as set out in OM's current price list or quotation (as the case may be).

3.2 All drawings, descriptive matter, specifications and adverting issued by or on behalf of OM and any descriptions or illustrations contained in OM's catalogs, brochures or web site are issued or published for the sole purpose of giving an approximate idea of the products described in them. They are not and do not form a part of these Terms and Conditions.

4. DELIVERY

4.1 Unless otherwise agreed in writing by OM, delivery terms of the Products will be F.O.B. Marietta, GA, to Customers addresses. A ten dollar(\$10.00)fee will be applied to each drop-ship order, in addition to delivery terms of F.O.B. Marietta, GA.

4.2 Any dates specified by OM for delivery of the Products are intended to be an estimate and time for delivery will not be made of the essence by notice. If no dates are so specified, delivery will be within a reasonable time. OM reserves the right to deliver the Products in installments.

4.3 Where the Customer has agreed to purchase a specified quantity of Products, it will give OM reasonable notice of its delivery requirements during that period. Failure by the Customer to take delivery of the total specified quantity of Products in the relevant time period will constitute a material breach hereof.

4.4 If for any reason the Customer will not accept delivery of any of the Products when they are ready for delivery, or OM is unable to deliver the Products on time because the Customer has not provided appropriate instructions, documents, licenses or authorization: (a) all risk in and to the Products, including without limitation all risk of loss, will pass to the Customer; (b) the Products will be deemed to have been delivered to Customer; and (c) OM may store the Products until delivery whereupon the Customer will be liable for all related costs and expenses (including, without limitation, storage, demurrage, insurance and taxes).

4.5 If delivery of the Products is to take place other than at OM's place of business, the Customer will provide at its expense adequate and appropriate equipment and manual labor for unloading the Products.

4.6 If OM delivers to the Customer a quantity of Products more or less than the quantity set out in the relevant order, Customer shall notify OM within two (2) business days of receipt, then: (a) in the case of a shortfall, the Customer shall not be entitled to object to or reject the Products actually delivered by reason of the shortfall; and (b) in the case of a surplus, the Customer shall return such surplus to OM at OM's risk and cost; or (c) issue a purchase order to purchase such surplus Product. No claims for Product shortages will be honored if not communicated to OM

within two (2) business days following receipt.

4.7 The Customer is responsible for notifying the courier of any visible damage upon product delivery, notating any discrepancy on the bill of lading. Failure to notify OM and the carrier in a timely manner will result in Products being returned per Section 10.

5. NON-DELIVERY

5.1 The quantity of any Product Shipment as recorded by OM upon dispatch from OM's place of business will be conclusive evidence of the quantity received by the Customer on delivery unless the Customer can provide conclusive evidence proving the contrary.

5.2 OM will not be liable for any non-delivery of Products (even if caused by OM's negligence) unless written notice is given to OM within 5 business days of the date when the Products would be in the ordinary course of events have been received.

5.3 Any liability of OM for non-delivery of the Products will be limited to, at its option, replacing the Products within a reasonable time or issuing a credit note in respect of such Products.

6. RISK/TITLE

6.1 The Products are at the risk of the Customer from the time of delivery. 6.2 Ownership of the Products will not pass to the Customer until OM has received in full (in cash or cleared funds) all sums due to it in respect of: (a) the Products; and (b) all other sums which are or which become due to OM from the Customer on any account;

6.3 Until ownership of the Products has passed to the Customer, the Customer will: (a) hold the Products on a fiduciary basis as OM's bailee; (b) not destroy, deface or obscure any identifying mark or packaging on or relating to the Products; (c) maintain the Products in satisfactory condition and keep them insured on OM's behalf for their full price against all risks to the reasonable satisfaction of OM. On request the Customer shall produce the certificate of insurance to OM; and (d) hold the proceeds of the insurance referred to in Section 6.3(c) on trust for OM and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.

6.4 The Customer may resell the Products before ownership has passed to it solely on the following conditions: (a) any sale shall be effected in the ordinary course of the Customer's business at full market value; and (b) any such sale shall be a sale of OM's property on the Customer's own behalf and the Customer shall deal as principal when making such a sale.

6.5 The Customer's right to possession of the Products shall terminate immediately if: (a) the Customer undergoes any of the events set out in Section 11.2(c); or (b) the Customer encumbers or in any way grants or suffers a lien or security interest on any of the Products.

6.6 OM shall be entitled to recover payment for the Products notwithstanding that ownership of any of the Products has not passed form OM.

7. PRICE

7.1 The price for the Products will be that set out on OM's current price list, acknowledgment of order or quotation (as the case may be). Products are to be purchased in most case quantities, unless otherwise detailed in writing by OM.

7.2 The price for the Products will be exclusive of any tax.

7.3 OM has a minimum order requirement of one-hundred dollars(\$100.00). Customer orders which fall below the one-hundred dollar(\$100.00) minimum will have a ten dollar(\$10.00) below minimum fee applied.

8. PAYMENT

8.1 OM will invoice the Customer for the Products together with any other amounts pursuant to Section 7.2 upon shipment.

8.2 The Customer will pay the amount invoiced pursuant to Section 8.1 within 30 days of the date of the invoice. Time for payment will be of the essence.

8.3 No deduction whether by way of set-off, counterclaim, discount, abatement or otherwise shall be had by Customer unless otherwise specifically agreed in writing by an authorized representative of OM.

8.4 A finance charge will be leveled at a periodic rate of 1.5% per month (annual percentage 18%) on past due balances over 60 days outstanding.

8.5 Should it be necessary to employ a collection agency or attorney to collect monies due, the Customer will be responsible for any and all reasonable costs of collection.

9. QUALITY

9.1 OM warrants that (subject to the other provisions of these Terms and Conditions) upon delivery, the Products will be suitable for their intended purpose (as set out in OM's catalogs, brochures, or web site (as the case may be)) (the "Warranty").

9.2 OM will not be liable for a breach of the Warranty unless: (a) the Customer gives written notice of the defect to OM, and (if the defect is as

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a result of visible damage in transit) to the carrier upon delivery; and (b) OM is given a reasonable opportunity after receiving the notice of examining such Products and if requested by OM the Customer returns such Products to OM's place of business at OM's cost for examination.

9.3 OM shall not be liable for a breach of the Warranty if: (a) where the defect is as a result of damage in transit, delivery was at OM's place of business; or (b) the Customer makes any further use of such Products after giving such notice; or (c) the defect arises because the Customer failed to follow OM's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Products or (if there are none) good trade practice; or (d) the Customer alters, repairs or destroys such Products without the written consent of OM.

9.4 Subject to Sections 9.2 and 9.3, if any of the Products do not conform with the Warranty OM will at its option repair or replace the Products (or the defective part) or refund the price of the Products at the pro rata price thereof provided that, if OM so requests, the Customer will, at OM's cost, return the Products or the part of the Products which is defective to OM.

9.5 If OM complies with Section 9.4, it will have no further liability for a breach of the Warranty in respect of such Products.

9.6 Any Products replaced will belong to OM and any repaired or replacement Products will be covered by the applicable Warranty.

10. RETURN POLICY

10.1 Prior to returning any Product, Customer must contact OM's customer service for a return authorization, RMA. Any return without an authorization number will be refused. Customer must provide OM with the item number, quantity, and lot numbers of all Product(s) Customer is requesting to return. Return authorization numbers must be indicated on the packing list and written on the outside of all cartons. OM will not accept returns or issue credits for products which are within one (1) year of expiration.

10.2 All Products must be returned by the Customer from which they were originally sold to and be accompanied by their original purchase order number, third-party returns will be refused. Upon return to OM, Products must be in good, salable condition, in their original, unopened packaging, with sterility seals fully intact; free from rips, tears, dents, dings, and creases, and showing no signs of being in contact with dust, dirt, debris and/or water.

10.3 Returned goods are subject to OM inspection and determination on condition of the returned Product. If OM determines a Product to not be in good, salable condition, the return may be refused or additional restocking fees may be applied, per the discretion of OM.

10.4 Resalable merchandise must be returned within sixty (60) days of date of invoice. A minimum fifteen percent (15%) restocking fee will apply to all product returns, as determined by OM.

10.5 Return freight charges are the responsibility of returning Customer, unless otherwise detailed in Section 4.7 or 9.4.

11. LIMITATION OF LIABILITY

11.1 Nothing in these Terms and Conditions will operate to exclude or limit the liability of OM for death or personal injury arising out of its negligence or for its fraud in any way whatsoever.

11.2 Subject to Section 10.1, under no circumstances will OM have any liability (whether in contract, tort (including negligence) or otherwise) under or in connection herewith or the sale of Products for: (a) indirect, special or consequential losses of any nature; (b) wasted or lost management time or time of employees, loss of profits, contracts or business, loss of goodwill or loss of anticipated savings; or (c) any increased costs or expenses.

11.3 Subject to Section 10.1, OM's maximum total liability (whether in contract, tort (including negligence) or otherwise) under or in connection with these Terms and Conditions and the sale of the Products, will not exceed the total price of the Products supplied to Customer.

11.4 The express terms set forth herein are in lieu of all warranties, conditions, terms, representations, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise all of which are excluded to the fullest extent permitted by law.

12. TERMINATION/SUSPENSION

12.1 If Customer fails to make any payment on the applicable due date to OM, OM will be entitled to suspend any further deliveries to Customer without liability to Customer.

12.2 Either party (the "first party") may terminate these Terms and Conditions and related orders with immediate effect by giving written notice to the other (the "second party") without any compensation or damages due to the second party, but without prejudice to any other rights or remedies which the first party may have. If the second party: (a) materially breaches any of these Terms and Conditions which is not capable of

remedy; (b) materially breaches any of these Terms and Conditions which is capable of remedy but is not remedied within 30 days of receipt of written notice from the first party specifying the breach and requesting remedy; or (c) has a receiver, administrative receiver, administrator or other similar officer appointed over it or over any part of its undertaking or assets or passes a resolution for winding-up (other than for purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction makes voluntary arrangement with its creditors or ceases or threatens to cease to carry on business or is unable to pay its debts, or undergoes or is subject to any analogous acts or proceedings under any foreign law, including, but not limited to, bankruptcy proceedings.

13. ASSIGNMENT

Customer may not assign or otherwise transfer any of its rights or obligations hereunder or any part hereof without the prior written consent of OM.

14. DELAY

OM reserves the right to defer the date of delivery or to cancel its agreement with Customer or reduce the volume of the Products ordered by Customer (without liability to Customer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of OM.

15. GENERAL

15.1 Customer will comply with all relevant regulatory requirements in connection with the Products including without limitation those relating to licenses, complaints, distribution and storage. Further, Customer undertakes to maintain appropriate up-to-date and accurate records to enable the immediate recall of any batches of the Products or any of them from any subsequent purchaser of the Products. These records will include records of deliveries to Customers (including details of batch numbers, delivery date, name and address of customer, and telephone number and fax or telex number if available).

15.2 Each right or remedy of OM hereunder is without prejudice to any other right or remedy of OM whether hereunder or not.

15.3 These Terms and Conditions, together with each relevant offer, quotation, acknowledgement or confirmation constitutes the entire agreement between the parties relating to its subject matter. Each party acknowledges that it has not entered into such agreement on the basis of any warranty, representation, statement, agreement or undertaking except those expressly set out herein.

15.4 If a party fails to enforce or delays in enforcing an obligation of the other party, or fails to exercise or delays in exercising a right hereunder, the failure or delay will not affect their right to enforce that obligation or constitute a waiver of that provision on a future occasion.

15.5 No person who is not a party hereto has any right to prevent the variation or cancellation of any provision hereof or its termination, and no person who is not a party hereto may enforce any benefit conferred upon them hereby, unless expressly provided otherwise.

15.6 These Terms and Conditions will be governed by and construed in accordance with the laws of the State of Georgia, without application of its conflicts of laws rules.

16. NOTICES

16.1 Any notice between the parties hereunder must be in writing and delivered by hand or sent by pre-paid first class post, or courier facsimile transmission; or (a) (in case of communications to Customer) to the registered office of the address as shall be notified to Customer by OM; or (b) (in case of communications to Customer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of Customer set out in any communication between Customer and OM or such other address as shall be notified to OM by Customer.

16.2 Communications shall be deemed to have been received: (a) if sent by pre-paid first class post, 5 business days; (b) if delivered by hand or courier on the day of delivery; (c) if sent by facsimile transmission on a working day prior to 4:00pm, at the time of transmission and otherwise on the next working day.