



## GENERAL TERMS AND CONDITIONS OF SALE

Acceptance of your order is expressly conditioned upon acceptance by you as the Buyer of the terms and conditions stated below. ICS Group, Inc. and its divisions, subsidiaries and affiliates (hereinafter "Seller") shall not be bound by any Buyer's terms and conditions of sale which attempt to impose any conditions at variance with seller's terms and conditions of sale which are included herein or are stated on Seller's technical data sheets, catalogs, invoices and packages. Seller's failure to object to provisions contained in Buyer's forms shall not be deemed a waiver of the provisions of the Seller's terms and conditions, which shall constitute the entire contract between the parties.

### **1. PRICE.**

Seller reserves the right to change its price schedule at any time without notice. In the event of an increase in price applicable to orders placed by the Buyer, the Buyer may cancel such orders at any time within ten (10) days after notice of such increase. The amount of sales, revenue, excise or other taxes applicable to the goods, shall be added to the purchase price and shall be paid by the Buyer, or in lieu thereof, the Buyer shall provide Seller with a tax exemption certificate or other proof of tax exemption acceptable to the taxing authorities.

### **2. DELIVERY AND TRANSPORTATION.**

In the absence of prior special arrangements confirmed in writing and agreed to by Seller and Buyer, goods are sold and shipped according to the shipping terms on the face of Seller's Acknowledgement or Proforma Invoice. All shipments may be subject to fuel charges as levied by freight companies for the account of Buyer.

### **3. PAYMENT TERMS.**

Buyer agrees to make payment in accordance with terms stated on the face of Seller's Acknowledgement or Proforma Invoice. If Buyer defaults, is insolvent or if Buyer's credit is impaired, Seller shall have the right to (1) demand payment in full for any goods delivered or before proceeding with manufacture of goods; (2) withhold shipments in whole or in part; and (3) recall goods in transit. Invoices not paid within the time period allowed by the stated terms will be assessed a finance charge of 1 1/2 % per month (18% per year) on the unpaid balance or the maximum allowable rate permitted by law.

### **4. DELAYS.**

Seller shall not be held responsible for delay in deliveries hereunder if caused by fires, floods, strikes, labor disputes, accidents, acts of war, priorities required or requested by any government authority, transportation delays, restrictions imposed by Federal or State law or regulations, Seller's inability to secure raw materials or other causes beyond Seller's control.

### **5. WARRANTIES AND DISCLAIMERS.**

Seller warrants its products described on the face of the order to be free from the defects in materials and workmanship at the time of their delivery. Seller's liability and Buyer's remedy are limited, at Seller's option, to the replacement of defective goods at the F.O.B. point or repayment of the purchase price. Replacement of defective goods or repayment of the purchase price will be made only upon Seller's receipt of Buyer's written notice that the goods are defective, and upon Seller's inspection of the goods, Buyer shall return defective goods and Seller shall bear the cost of shipping only after Seller has sent Buyer definite shipping instructions. Claims under the warranty must be made within 30 days of the delivery.

ICS GROUP, INC. MAKES NO WARRANTY EXPRESSED OR IMPLIED INCLUDING THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY BREACH OF WARRANTY. NO REPRESENTATIVE OF THE SELLER HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OR PROMISES EXCEPT AS STATED HEREIN.

### **6. CANCELLATION.**

Except as provided in paragraph one (1), an order placed by Buyer and accepted by Seller shall not be cancelled by Buyer without Seller's written consent. Any cancellation shall be upon terms that will indemnify Seller against loss.

### **7. RETURNED GOODS.**

Except as provided in paragraph five (5), goods shall not be returned to Seller without first obtaining its consent. Only goods currently being manufactured by Seller and sold to Buyers within ninety (90) days from the date of the order shall be considered for return. Goods accepted for credit shall be subject to a minimum service charge of twenty-five (25%) percent of the original purchase price. All transportation charges and risks of loss shall be borne by the Buyer. Goods custom manufactured for Buyer's specification shall not be accepted for credit under any circumstances. Returns authorized by Seller that are not completed and returned by Buyer within 45 days of the date of issuance of the authorization will be deemed null and void.

### **8. GENERAL.**

The failure on Seller's part to insist upon a strict performance of any of the terms and conditions herein shall not be deemed to be a waiver of such terms or conditions or of any rights or remedies which Seller may have in demanding strict performance of all the terms and conditions herein contained. Remedies herein reserved to Seller shall be cumulative and additional to any other or further remedies provided by law. The taking of any action by Seller shall not be deemed to be an election of that action to the exclusion of others. The captions are inserted only as a matter of convenience and are for reference and in no way define, limit or describe neither the scope of this agreement nor the intent of any provision thereof.

The acknowledgement, together with Buyer's duly accepted order, constitutes the entire agreement between the parties hereto and may not be changed or modified except in writing signed by the parties to be changed. The laws of, and the constitution of, the State of California shall govern the agreement without reference to their conflict of laws provision or statutes. SELLER RESERVES THE RIGHT TO ACCEPT ALL OR PART OF ANY ORDER. The Buyer hereby acknowledges receipt and agreement to these terms and conditions, which shall, until further notice, apply, to all contracts for the sale of goods entered into with Seller.