

## ROWA, INC.- Rowa Group USA LLC

### TERMS AND CONDITIONS OF SALE

Buyer's acceptance of the product(s) indicated on the reverse side of this Order Confirmation is expressly conditioned on Buyer's assent and agreement to be bound by the terms and conditions stated below and on the reverse side hereof. Buyer further understands and agrees that Seller agrees to furnish the product(s) indicated on the reverse side hereof only upon the terms and conditions stated below and on the reverse side hereof and that said terms and conditions shall govern this sale and shall prevail over any other terms and conditions, including those set forth in Buyer's purchase order or order form, if any.

1. Prices on the product(s) specified herein are exclusive of all city, state and federal taxes. Wherever applicable, such taxes will be added to the invoice as a separate charge to be paid by Buyer. If Seller must pay any such tax, Buyer shall reimburse Seller immediately.

2. All prices are F.O.B. Seller's factory or warehouse, unless otherwise specified, and in any event all shipments are made at Buyer's risk. Unless other terms are specified on the reverse side, payment terms are net 30 days after shipping date, F.O.B. Seller's factory or warehouse.

3. Prices of these product(s) are subject to change without notice. No claims or shortages in weight or quantities will be allowed by us unless such claims are accompanied by Freight Bills with certified statements showing the extent of shortages or describing the damages in detail. These product(s), carefully prepared, packed and checked, are sold without warranties, either expressed or implied. The above conditions can be waived only by an officer of this Corporation in writing.

4. Seller may increase the price of any or all product(s) by notifying Buyer thereof at any time, either orally or in writing, prior to making the first shipment of the product(s) as to which such increased price applies. Upon receipt of such notice, Buyer may cancel such order in whole or in part as to such product(s) by promptly so notifying Seller.

5. Buyer assumes full liability and responsibility for compliance with Federal, State, Municipal, and Local laws, ordinances and regulations governing unloading, discharge, storage, and handling of product(s) supplied by Seller under each contract and agrees to hold Seller harmless against any claim demand or cause of action for personal injury or property damage arising from or attributable to such unloading, discharge, and handling. Seller assumes no liability for failure of discharge or unloading implements or product(s) used by Buyer, whether or not supplied by Seller.

6. Failure of Seller to make or Buyer to take, any one or more deliveries when due, if caused by fire, storms, floods, strikes, lockouts, accidents, war, riots, or civil commotions, inability to obtain railroad cars or raw materials, embargoes, any State or Federal regulation, law, or restriction seizure or requisition of products specified in each contract by the Government of the United States or of any State, or of any agency thereof or by reason of any compliance with a demand or request for such product for any purpose for national defense or any other cause or contingency beyond the reasonable control of said party (whether or not of the same kind of nature as the causes or contingencies above enumerated) shall not subject the party so failing to any liability to the other, and the total contract quantity shall be reduced to the extent of the deliveries so omitted.

7. Seller warrants that its product(s) shall comply with Seller's published specifications and shall be free from title encumbrance and the right to transfer same. Buyer agrees that the foregoing warranty from Seller constitutes the sole and exclusive warranty granted to it by seller and that Buyer's sole and exclusive remedy against Seller if the product(s) purchased hereunder are non-conforming shall be limited to an action against Seller for breach of this warranty and that Seller's sole and exclusive obligation and liability to Buyer for breach of this warranty or contract or for any breach of the implied warranties of merchantability, fitness for a particular purpose, or habitability, negligence, strict liability, common law or contractual indemnity, contribution, equitable subrogation, statutory or building code violations, or any other tortious conduct, contractual or warranty breaches, or statutory violation of any type, shall be limited to providing Buyer with replacement product(s) up to, but not exceeding, the purchase price paid by Buyer for the product(s) purchased hereunder.

8. Buyer further agrees that Seller shall not be liable to Buyer for any other damages not specified above, including, but not limited to: incidental, consequential, indirect, actual, compensatory, special, delay, or punitive damages; lost profits, income, wages or revenues; labor costs; loss of use; material, repair and/or replacement costs not specifically provided for herein; transportation, installation of application costs; damage to property or other property; injury to persons, including pain and suffering, lost income, mental distress, medical or funeral expenses, loss of consortium; or for any other losses, including attorney fees and costs, incurred by buyer in connection with its purchase or use of the product(s) purchased hereunder. Buyer also agrees that Seller shall not be liable for any delays caused by carrier or any delays in performance or nonperformance caused by circumstances beyond Seller's control, including, but not limited to, acts of god, fire, flood, war, governmental priorities, rules, or action, accident, labor trouble or shortage, and/or inability to obtain material, equipment or transportation.

**9. BUYER ALSO AGREES THAT THE WARRANTY GRANTED BY PARAGRAPH 7 OF THIS CONTRACT IS GIVEN IN LIEU OF, AND SELLER EXPRESSLY EXCLUDES AND DISCLAIMS LIABILITY FOR, ALL OTHER WRITTEN, IMPLIED, EXPRESS, OR ORAL WARRANTIES, PROMISES, OR AGREEMENTS NOT EXPRESSLY SET FORTH HEREIN, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND HABITABILITY. BUYER ALSO HEREBY EXPRESSLY RELEASES A SELLER FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, OR LIABILITY FOR BREACH OF THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND HABITABILITY, NEGLIGENCE, STRICT LIABILITY, CONTRACTUAL AND COMMON LAW INDEMNITY, CONTRIBUTION, EQUITABLE SUBROGATION, VIOLATIONS OF APPLICABLE STATUTES, ORDINANCES, BUILDING CODES, OR REGULATIONS, AND FROM ANY AND ALL OTHER TORTIOUS CONDUCT, CONTRACTUAL OR WARRANTY BREACHES, OR STATUTORY VIOLATIONS OF ANY TYPE THAT SELLER MAY COMMIT IN CONNECTION WITH THIS SALE AND/OR BUYER'S PURCHASE OR USE OF THE PRODUCT(S) SOLD HEREUNDER.**

10. Buyer acknowledges that it is familiar with the labels and literature furnished by Seller to Buyer concerning the product(s) sold hereunder, and Buyer agrees to instruct its employees, agents and customers with respect to the safe use of said products. Seller having no control over Buyer's (or other's) use, disposition, subsequent processing, admixture, or reaction of the product(s) sold with other products, chemicals, or materials. Buyer assumes the entire responsibility therefore and agrees to indemnify and hold Seller harmless from any claim, demand or cause of action (by Buyer and Buyer's employees and/or others) arising therefrom, including, but not limited to damages for infringement of any patents on processes practiced by Buyer or patents on products made by Buyer.

11. In the event of Seller's inability, for any reason to supply the quantities of product(s) specified by Buyer, Seller may allocate its available supply among its purchasers, including department and divisions of Seller, on such basis as Seller may deem fair and practical without liability to Buyer for any failure of performance, which may result therefrom.

12. If Buyer fails to pay for any shipment under this or any other order when payment becomes due, Seller may, among other remedies, suspend further deliveries and/or assess interest charges on all outstanding balances in the amount of 1% per month. If Buyer's financial responsibility becomes unsatisfactory to Seller prior to or at time of shipment, cash payments or satisfactory security may be required by Seller. The election by Seller to require such cash or security shall not impair the obligation of Buyer to take and pay for the contracted product(s).

13. In the event Seller is required to undertake collection proceedings against Buyer due to non-payment by Buyer, or Seller successfully limits Buyer to the remedies set forth above in any action brought by Buyer against Seller in connection with Buyer's purchase or use of the product(s) indicated on the reverse side hereof, Buyer agrees to reimburse and pay Seller for all attorney fees and costs and any other expenses Seller incurs in connection with same, regardless of whether a lawsuit is filed and regardless of the filing by Buyer for bankruptcy protection.

14. Buyer agrees that each of its orders, when accepted by Seller, constitutes a separate contract, and that no regular course of dealing between Buyer and Seller shall of itself be construed as creating any obligation on the part of Seller to continue such course of dealing, or should Seller elect to continue to sell to Buyer, any obligation to be bound by any terms or conditions with respect to such continued sales other than those as may, from time to time, be agreed to by Seller with respect thereto. Each contract constitutes the entire agreement between the parties hereto and there are no understandings, representations or warranties of any kind not expressly set forth herein.

15. Each contract shall be deemed to have been made within the Commonwealth of Pennsylvania. Any claim, dispute or controversy arising from or relating to this agreement or in any way related to the parties' relationship, whether based in contract, tort, fraud, or otherwise, is governed by, and construed in accordance with the law of the Commonwealth of Pennsylvania without regard to otherwise applicable principles of conflicts of law. All litigation, suits, court proceedings and other actions arising from or relating to the purchase or this agreement or in any way related to the parties' relationship will be submitted to the jurisdiction of the state and federal courts of the Commonwealth of Pennsylvania and the exclusive venue for all such suits, proceedings and other actions will be in Bucks County, Pennsylvania or such other jurisdiction that may be mutually agreed to by the parties. No action may be brought in any other state or jurisdiction. Notwithstanding the foregoing, Seller may elect to commence litigation and court proceedings in the state and federal courts of the state in which Buyer is located. The parties waive any claim against or objection to the in personam jurisdiction and venue in the courts of Bucks County, Pennsylvania. **ALL PARTIES TO THIS AGREEMENT WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, SUIT, COUNTERCLAIM, CROSS-CLAIM, OR THIRD-PARTY CLAIM BROUGHT BY ANY OF THE PARTIES HERETO ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO OR CONNECTED WITH THIS AGREEMENT AND THE PARTIES' RELATIONSHIP.**