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ROANWELL CORPORATION TERMS AND CONDITIONS OF SALE

Thank you for your interest in Roanwell Corporation products. The following provisions set forth the terms and conditions on which Roanwell sells its products and services.

1. Acceptance – Entire Agreement – Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the goods described in Purchaser's Purchase Order. SELLER'S PERFORMANCE SHALL BE EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ALL PREVIOUS OFFERS BY PURCHASER ARE HEREBY REJECTED AND SELLER SHALL NOT BE BOUND BY TERMS IN ADDITION TO OR DIFFERENT FROM THOSE IN THIS AGREEMENT OR WHICH MAY APPEAR IN PURCHASER'S PURCHASE ORDER OR IN ANY OTHER COMMUNICATIONS FROM THE PURCHASER AND NOTHING HEREIN CONTAINED NOR ANY INACTION BY THE SELLER SHALL CONSTITUTE THE SELLER'S CONSENT TO OR ACCEPTANCE OF ANY SUCH TERMS.

2. Payment Terms – Invoices shall be paid in accordance with the terms stated on the Seller's quotation. Seller reserves the right to restrict the terms of payment or to require payment prior to the time of any shipment and/or to revoke at any time, without prior notice to the Purchaser any credit terms extended to the Purchaser when, in the Seller's opinion, the Purchaser's financial condition or other circumstances do not warrant shipment on the terms originally specified herein. No discounts shall be allowed on taxes, freight charges and other such charges. In the event the Purchaser fails to make payments in accordance with the terms set forth on the Seller's quotation, the Purchaser shall pay interest at the rate of 1.5% per month on all overdue invoices but in no event shall the rate of interest on overdue invoices exceed the maximum rate of interest permitted by law.

3. Prices, Taxes and Duties – Unless otherwise specified, all prices are FOB Seller 2564 Park Ave., Bronx, NY 10451 and quoted in U.S. DOLLARS. Prices do not include federal, state, local or other taxes based on manufacture, use or sale. All taxes or duties of any kind shall be billed as separate items and paid by the Purchaser.

4. Titles, Transportation and Delivery – Title to the goods and risk of loss shall pass to the Purchaser on delivery to the carrier at the FOB point, carrier being the Purchaser's agent. Unless otherwise agreed to in writing prior to shipment, Seller shall have sole control and discretion with respect to mode of transportation, routing and any other matters connected with, related to or involved in transportation of the goods. (a) Shipment dates are approximate and subject to delay caused by fire, strikes, accidents and other acts which are unavoidable or beyond Seller's control. The occurrence of any such event shall excuse any delivery delay. Seller reserves the right to make shipments in installments unless otherwise expressly stated on Seller's quotation. All such installments shall be separately invoiced and paid by the Purchaser when due, without regard to subsequent installments. Delay in shipment of any installments shall not relieve the Purchaser of its obligations to accept and pay for the balance of goods specified herein. (b) Purchase Order changes, if any, agreed to and accepted by Seller will cancel any prior delivery

schedule and Seller will establish a revised delivery schedule with notice of same to Purchaser.

5. Warranties – (a) Seller warrants that at time of shipment the goods sold hereunder will be free from defects in material and workmanship and will conform to specifications furnished to and accepted by Seller. Purchaser shall upon receipt of the goods specified herein inspect same and notify Seller within ten (10) days of such receipt of any defect with respect to said goods. In the event the Purchaser shall fail to notify the Seller of any defect within the time specified, Purchaser shall be deemed to have accepted the goods. Purchaser shall obtain written authorization from Seller prior to returning any goods to Seller. Upon obtaining such authorization, and in accordance with instructions from Seller, goods shall be returned to Seller's plant with shipping charges prepaid by Purchaser. Seller reserves the right to inspect the goods on Purchaser's premises prior to authorizing the return of goods. Seller accepts no responsibility for goods returned without such authorization. No credit shall be issued on any goods which have been altered or defaced in any way or upon which any additional operations have been performed. (b) Warranty adjustment: Seller agrees to repair or replace at Seller's option, any goods which, within one year from the date of shipment by Seller, shall, after testing and examination by Seller, prove defective within said one year period. Exclusions from warranty: THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES EXPRESS OR IMPLIED, ANY PROVISIONS CONTAINED IN PURCHASER'S PURCHASE ORDER NOTWITHSTANDING. SELLER MAKES NO IMPLIED WARRANTY OR MERCHANTABILITY WITH RESPECT TO THE GOODS SOLD HEREUNDER. Seller will not be liable for any indirect, special or consequential damages arising from (i) the use of the goods, (ii) and inability to use the goods either separately or in combination with any other equipment or material, or (iii) any other cause. This warranty shall not extend or apply to any goods which have been subjected to misuse, neglect, accident, improper installation or violation of instructions furnished by Seller. This warranty shall not extend or apply to any goods which have been repaired or altered in any manner not expressly authorized by Seller, nor to any goods on which the Seller's markings have been removed, defaced or changed.

6. Indemnity – Purchaser shall indemnify Seller for any and all loss, damage or expense, including attorney fees, which may be incurred by Seller arising from any action or proceeding commenced against Seller by reason of the manufacture, design, repair or sale of products made to Purchaser's specifications.

7. Governing Law - This agreement shall be construed to be between merchants. Any question concerning its validity, construction or performance shall be governed by the laws of the State of New York regardless of where any order was placed or filed, the place of delivery of the goods or where any other act or performance occurred.

8. Design Modification – Unless as required by certain governmental qualifications, Seller reserves the right to change and or modify the design or construction of its goods.

9. Cancellation Charges and Change Orders – Orders are not subject to cancellation without written consent of Seller and payment of Seller's cancellation charges (minimum 50%

up to the full value of the unit). Orders incorrectly placed by customer are subject to a 50% (minimum) restocking charge.

10. Patents, Copyrights, Trademarks, Confidentiality – No license or other rights under any patents, copyrights or trademarks owned or controlled by Seller or under which Seller is licensed are granted to Purchaser or implied by the sale of goods hereunder. Purchaser shall not identify as genuine products of Seller Products purchased hereunder which Purchaser has treated, modified or altered in any way, nor shall Purchaser use Seller’s trademarks to identify such products; provided, however, that Purchaser may identify such products as utilizing, containing or having been manufactured from genuine products of Seller as treated, modified or altered by Purchaser or Purchaser’s representative, upon written prior approval of Seller. All plans, photographs, designs, drawings, blueprints, manuals, specifications and other documents relating to the business of Seller (“information”) shall be and remain the exclusive property of Seller and shall be treated by Purchaser as confidential information and not disclosed, given, loaned, exhibited, sold or transferred to any third party without Seller’s prior written approval; provided, however, that these restrictions shall not apply to Information that Purchaser can demonstrate: (a) at the time of the disclosure, is generally known to the public other than as a result of a breach of the Agreement by Purchaser; or (b) is already in Purchaser’s possession at the time of disclosure from a third party having a right to impart such information.

11. Default and Waiver – If Purchaser fails to pay any invoice when due or to accept any shipment of goods as scheduled herein or to perform any other obligation arising hereunder, Seller may, in addition and without prejudice to any other rights and remedies, defer further shipments until the default is corrected or terminate this agreement on written notice to Purchaser. Upon Seller’s sending the notice of cancellation, this agreement shall be terminated except that Purchaser shall remain liable for all obligations arising hereunder prior to such termination.

12. Force Majeure – Seller shall not be liable to Purchaser or any other person for any failure or delay in the performance of any obligation hereunder due to events beyond its control, including, but not limited to fire, storm, flood, earthquake, explosion, accident, terrorist attack, acts of public enemy wars, riots and public disorder, sabotage, strikes, labor disputes, labor shortages, work slowdown, stoppages or delays, shortages or failures or delays of energy, materials, supplies or equipment, transportation embargos or delays, acts of God, breakdown in machinery or equipment, acts or regulations or priorities of the federal, state or local governments.

13. All Sales Final – All sales are final. Goods cannot be returned to Seller without Seller’s written consent.