

Paraflex Industries 2006, Inc. agrees to sell the product covered herein on the following terms and conditions of sale which supercedes any additional or inconsistent terms and conditions of purchase of the Buyer.

Any alterations of the Seller's terms and conditions of sale will have no force or effect unless otherwise agreed to in writing.

ORDERING:

All orders must be submitted in written form, using a Paraflex Industries or company's Purchase Order.

All orders must include:

1. Product catalog number, quantity and price
2. Billing address
3. Shipping address (Do not use P.O. Boxes)
4. Purchase Order number
5. Authorized signature

PAYMENT TERMS:

A) Paraflex Industries' products are typically sold on NET 30-day terms approval.

Otherwise sales are pre-paid or COD.

Late payments on all credit arrangements will incur an interest charge of 2% per month (24% per annum).

B) Invoice errors must be reported within 30 days from date of Invoice.

SHIPPING:

A) All shipments are FOB our warehouse in Parsippany, New Jersey.

Carrier charges are collect, prepaid and charged or as showing the customer as shipper.

Method and routing of shipment are our option unless routing instructions are given with the order.

B) Shipping dates, noted on order acknowledgment, are approximate and based on present schedules which are subject to change.

C) Drop shipments to locations without suitable unloading facilities and/or personnel are subject to a minimum \$75.00 surcharge.

D) Orders delivered as scheduled but not accepted and returned shall be considered cancelled and subject to a minimum 20% handling charge.

E) Delivery is to be in a single shipment unless otherwise agreed to.

MINIMUM ORDERS:

To cover handling costs, orders or releases of less than \$250.00 invoice value will be subject to a \$25.00 handling charge. Orders less than the minimum will be accepted provided that they are paid for in advance.

SAMPLE REQUESTS:

Customers will be charged the quoted price for all samples that are shipped for their review. Paraflex Industries will credit the customer for the sample only if it is returned.

BROKEN CARTON QUANTITIES:

A surcharge of 20% will be imposed for any items that are ordered in less than carton quantity.

NON STOCK AND CUSTOM ITEMS:

Paraflex must have a non-cancellable and non-returnable purchase order for any non-stock or custom parts. In addition, scheduled release dates and final release date must be included on the Purchase Order prior to Paraflex manufacturing these items.

QUOTATIONS:

Confirmed quotations are valid for a period of 30 days from the quotation date.

CANCELLATIONS AND RETURNS:

- A)** Orders cannot be cancelled without written authorization and then only upon terms which will compensate us against loss.
Orders which are placed and cancelled within 24 hours shall be subject to a \$25.00 cancellation charge.
Orders that are either over 24 hours old, scheduled, in progress or ready for shipment shall be subject to a 20% cancellation charge.
Custom made or modified versions of standard units are not subject to cancellation.
- B)** Custom and/or modified versions of standard units, special finishes, or discounted products are not returnable.
- C)** No merchandise shall be returned for credit unless written authorization is received from Paraflex Industries.
Requests for return must be made within 30 days from the date of shipment.
- D)** If return is accepted, a numbered Return Goods Authorization (R.G.A.) will be issued.
All cartons being returned must bear the R.G.A. number.
- E)** Return goods authorization will be void if return is not received 15 days after date of issuance.
Returns must be made via prepaid freight.
- F)** Returns are subject to a \$100.00 or 20% minimum restocking charge, whichever is greater, as well as any necessary reconditioning costs.

CLAIMS:

- A)** Shipments must be checked upon arrival for shortages or damages in transit.
- B)** Paraflex Industries' responsibility ceases upon acceptance of merchandise by the carrier.
Paraflex Industries accepts no responsibility for transit claims.
All claims for losses or damages in transit must be filed at once with the carrier.
- C)** Report of shipping errors or concealed shortages must be made within 5 days after receipt of merchandise.
- D)** Claims for defects in materials, workmanship, or for short-shipping of enclosed parts should be communicated directly to Paraflex Industries.

LIABILITIES:

Paraflex Industries will not be liable for late delivery and/or inability to perform due to circumstances beyond our control. This includes, but is not limited to, strike, riot, blackout, war, accident, fire, flood, disaster, equipment breakdown, suppliers delay, order clarification, lack of approved drawings, shipping space, government acts or regulations or any restrictions on material, labor, manufacturing, deliveries or shipments.