

**1. Formation and Content of Agreement** - These terms and conditions, together with the terms on the face of this acknowledgement, constitute the final expression of the parties' agreement (the "agreement") and are the sole and exclusive statement of the terms and conditions of the Agreement. Diba Industries, Inc., ("Seller") hereby objects to any other terms or conditions that are additional to or different from those set forth herein. This acknowledgement shall be deemed notification of objection to any such additional or different terms or conditions. Seller's agreement to sell the goods set forth on the face of this acknowledgement (the "Goods") is expressly conditioned on Buyer's acceptance and assent to all of the terms and conditions herein. Buyer's acceptance of all of the terms and conditions contained herein shall be deemed to have occurred unless, within (10) ten calendar days after buyer's receipt of invoice, Buyer returns the Goods in their new, unused and original condition. Buyer shall be deemed to have accepted all of the terms and conditions herein if buyer retains, uses, and/or pays for the goods. No modification, rescission, or alteration hereof shall be effective unless made in writing and signed by both parties, nor shall this Agreement be waived, modified, rescinded or altered by any subsequent course of dealing or performance between the parties.

**2. Quotes, Prices and Delivery** - UNLESS OTHERWISE SPECIFIED IN WRITING, ALL PRICES LISTED ON THE FACE HEREOF EXPIRE THIRTY (30) DAYS AFTER THE DATE OF THIS ACKNOWLEDGEMENT. All prices quoted are for the Goods only. Seller's prices exclude, and Buyer shall be responsible for, all ordinary and necessary charges incidental to the sale incurred by Seller and billed to Buyer, including but not limited to charges for taxes (including, without limitation, any sales tax, use tax or similar tax), license fees, customs fees, duties and the like. The total price to Buyer can be adjusted to include the cost of transportation, special packaging and insurance incurred by Seller in accordance with agreed shipping and risk terms referred to in this agreement. Clerical and typographical errors in this or any invoice or other document of Seller are subject to change. Except as otherwise stated above, Seller's prices are subject to change without notice to Buyer.

Unless specified differently in writing, all sales are Ex-Works. Seller's shipping point. Delivery of goods to the carrier at Seller's plant, or other loading point, shall constitute delivery to Buyer and regardless of shipping terms, all risks of loss or damage in transit shall be borne by Buyer. Seller reserves the right to make delivery in installments, which may be separately invoiced at Seller's option. In such cases, Buyer shall pay in accordance with each such invoice without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve the Buyer of Buyer's obligation to accept subsequent deliveries.

Seller shall not be liable for any loss, damage, detention, delay or failure to deliver resulting from any cause beyond its reasonable control, including (without limiting the generality of the foregoing) fire, explosion, theft, strike of other difference with workmen, accident to Seller's facility, acts of sabotage, shortage of facility, material or labor, delay in transportation, delay of supply product to Seller, breakdown or accident, riot, insurrection, civil or military authority, governmental controls, restrictions or regulation, whether legal or de facto, lightning, flood, windstorm or other acts of God, and any other cause beyond Seller's reasonable control.

Buyer agrees to pay when due all indebtedness now or hereafter owed by Buyer to Seller. Should Buyer become delinquent in payment of any material sum due Seller, Seller may terminate this Agreement or decline to continue the performance of this Agreement, or any other agreement between Buyer and Seller, whichever it chooses, and such action by Seller shall not give rise to any claim of a breach of contract or any other liability on the part of the Seller. Past due accounts shall bear interest at the lesser of one percent (1%) per month or the maximum rate permitted by law. In addition to all other amounts, Seller shall be entitled to recover any and all attorney's fees spent in connection with any efforts to collect any past due amount from Buyer.

Buyer hereby grants Seller a security interest in the Goods and any proceeds therefrom as security for Buyer's obligations hereunder. Buyer agrees to execute any documents at any time, which are required to attach, perfect, maintain or realize the security interest. Seller from time to time may apply all of any outstanding credits to Buyer against any indebtedness owed by Buyer to Seller, as the same shall become due. Upon Buyer's default in payment hereunder, Seller may at its option take possession of any of the Goods, wherever the Goods may be found, with or without judicial process, and charge Buyer with any deficiency sustained by Seller.

**3. Allocation of Goods** - If seller is unable for any reason to supply the total demands for the Goods specified in Buyer's order, Seller may allocate its supply among any or all of its customers on any basis Seller may deem fair and practical. In any case, Seller shall not have any liability to Buyer for any delay in or failure of performance.

**4. Payment** - Invoices are due and payable net thirty (30) days from date of invoice, unless otherwise stated on the face hereof. No cash discounts or other discounts for prompt payment are offered unless specifically stated on the face hereof. Invoices for products or services delivered under this order are payable in cash or immediately available U.S. funds, unless specifically stated differently on the face hereof. Credit and delivery of products shall be subject to the approval of the Seller. Seller at all times reserves the right to, solely within seller's discretion, alter the above terms of payment and set a limit of credit. Each shipment shall be treated as a separate and independent contract: provided, however, that if Buyer fails to fulfill the terms of payment under this or any other contract (or otherwise fails to perform hereunder), the Seller in its sole discretion may withhold any or all deliveries or cancel this or any other contracts.

**5. Design Changes** - Seller shall have the right, at its sole discretion and without any liability to Buyer, to change the design, materials and/or specification of the Goods at any time and/or to decrease the number or types of Goods available for purchase and/or to discontinue the sale or availability of any or all of such Goods.

**6. Limited Warranty; Disclaimers; and Limitations of Liability** - Seller warrants that, for a period of (90) ninety days from the date of invoice, the goods shall be substantially free from defects in material and workmanship under normal use and service when correctly installed, used and maintained in conformity with the description for such products as provided in Seller's catalog, information sheets or Seller's other literature furnished to Buyer, and Seller will, at its option, repair or replace any defective Goods if Buyer notifies Seller of such defect(s) within such ninety (90) day period. This limited warranty is personal to Buyer and may not be transferred or assigned. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES WITH RESPECT TO THE GOODS AND CONSTITUTES BUYER'S SOLE AND EXCLUSIVE LIABILITY. FOR THE GOODS SELLER HEREBY DISCLAIMS AND NEGATES ANY AND ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF PERFORMANCE OR COURSE OF DEALING. SELLER SHALL NOT BE LIABLE TO BUYER OR ANY OTHER PERSON FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR EXEMPLARY LOSSES, DAMAGES OR HANDLING OR USE OF THE GOODS OR FROM ANY OTHER CAUSE RELATING THERETO, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE. IN NO EVENT SHALL SELLER'S LIABILITY RELATING TO OR ARISING OUT OF THE GOODS, THEIR HANDLING OR USE, OR OTHERWISE, EXCEED THE PRICE PAID BY BUYER FOR THE GOODS AT ISSUE.

The limited warranty of Seller shall not apply to Goods which: (a) have been altered or modified in any way which, in Seller's judgment, may affect the reliability, performance, or safety of the Goods; (b) have been used in applications outside the temperature, pressure, or other parameters recommended by Seller; (c) have been misused, abused, or damaged or weakened by any unreasonable use or negligence; or (d) have been used despite defects which were known or should have been known to the user.

In order for the above limited warranty to apply, Buyer must comply with the following procedures: All warranty claims by Buyer must be made promptly and in no event later than ten (10) days after Buyer first learns of the defect. Buyer shall call Seller to first obtain a return authorization number (RMA). For Buyer's convenience, Buyer shall then package and ship to Seller the defective Goods, together with a written description of the claimed defects, the invoice for the Goods, and the applicable RMA. If the Goods are defective and Seller's limited warranty applies, Seller will either repair or replace (at Seller's option) the Goods and then ship the same at Seller's expense to Buyer, unless otherwise agreed. Seller shall not credit Buyer for the Goods unless Seller determines it cannot repair or replace the same. IN NO EVENT SHALL SELLER'S LIMITED WARRANTY APPLY TO GOODS FOR WHICH A WARRANTY CLAIM HAS NOT BEEN SUBMITTED WITHIN 90 DAYS AFTER THE DATE OF THE INVOICE FOR THE GOODS.

**7. Indemnification** - Buyer shall be solely responsible for and hereby agrees to defend and indemnify and hold Seller, its agents, officers, employees, successors and assigns free and harmless from any and all liabilities, obligations, settlements, losses, taxes, claims, damages, penalties, payments, actions, lawsuits, judgments, costs, expenses or disbursements of any kind or nature whatsoever (including attorney's fees) which may be imposed on, incurred by or asserted against Seller, its agents, officers, employees, successors or assigns relating to or arising out of (I) the selection, or resale of any Goods to, through or by Buyer or (II) the possession, use, or operation of any Goods to, through or by Buyer or (III) any acts or omissions of Buyer, its employees, representatives or agents, of (IV) any aspect of Buyer's business or operations. In the event that both Buyer and Seller are adjudicated at fault with respect to damage or injury sustained by a third party, Buyer's obligation of indemnification to Seller shall only be for that portion of the damage or injury adjudicated to have been caused by Buyer.

**8. No Implied Licenses** - No license or other rights under any patents, copyrights or trademarks owned by Seller or under which Seller is licensed are hereby granted to Buyer or implied by the sale of the Goods.

**9. Cancellation of Orders** - 1). Cancellation of individual and varied delivery orders for standard equipment will be permitted only at the discretion of Diba. A cancellation charge might be applied in the period between order placement and one hundred and twenty (120) days prior to scheduled ship date. 2). If the order is cancelled in less than one hundred and twenty (120) days from the scheduled shipment date, a cancellation charge will be invoiced per the following schedule:

Days Prior to Shipment	% of Net Amount of Shipment
120-90 Days	25%
90-60 Days	50%
60-30 Days	75%
30-Shipment	100%

Cancellations of orders for made-to-order or customized Goods are exceptions to the above and can be granted only at the discretion of Diba management. If cancellation is granted, charges will be negotiated between Diba and the end user on a case by case basis.

**10. Specially Made Goods** - If this agreement covers Goods that will be manufactured especially for Buyer and is cancelled, suspended, or terminated for any reason, Buyer shall nonetheless take delivery of and make payment for such Goods as have been completed and such as are in process on the date notice of cancellation, suspension, or termination is received by the Seller. Even if Buyer for any reason does not take delivery of such Goods, Buyer shall nonetheless pay Seller therefore as though delivery had been made, and Seller will store such products for Buyer's account and at Buyer's expense.

**11. Technical Assistance** - At Buyer's request, Seller may from time to time furnish such technical assistance and information, as Seller deems appropriate with respect to the Goods. Unless otherwise agreed, all such technical assistance and information will be provided free of charge based on the parties' agreement and understanding that Buyer assumes all the risk and takes sole responsibility for any and all results obtained in reliance thereon. Seller makes no warranties of any kind or nature with respect to any such technical assistance or information. Any suggestion by seller regarding the use, application or suitability of the Goods shall not constitute a warranty unless Seller expressly designated the same as a warranty in a written instrument signed by Seller. Catalogs, circulars, information sheets and the like of Seller provide general information and do not constitute any written statements of quality or warranty, or the like.

**12. Notices** - All notices or other communications provided for hereunder shall be in writing (including telegraphic and teletype / facsimile transmission) and mailed, telegraphed or teletyped to the applicable party at the address or teletype number of such party as shall be designated by such party in a written notice to the other party complying as to delivery with the terms of this paragraph. Each such notice, request, demand, direction or other communication shall, when mailed or telegraphed or teletyped, be effective on the third working day after it has been deposited in the mails or delivered to the telegraph company or mechanically confirmed as to receipt by teletype. When mailed, any notice shall be sent by first class certified mail, return receipt requested, enclosed in a postage-prepaid wrapper.

**13. Governing Law** - This agreement and the parties' relationship as they relate to the Goods shall in all respects be construed and governed by the laws of the State of Connecticut. Seller's rights and remedies as provided for herein are cumulative and in addition to any other rights and remedies provided Seller by law. To the extent it might otherwise apply, the United Nations Convention on Contracts for the International Sale of Goods shall not apply in any way to the Agreement or relationship. Any and all disputes or controversies relating to or arising out of this Agreement or any breach hereof shall be brought only in the state and/or federal courts situated in and for Fairfield County, Connecticut.