



## TERMS AND CONDITIONS

### TERMS AND CONDITIONS OF SALE

No order or quotation is binding on Emjac Industries, Inc. or its related companies (EMJAC) until EMJAC mails its acknowledgement form, whose provisions including these Terms and Conditions of Sale shall constitute the entire agreement between EMJAC and the Customer and supersede all other communications between the parties, whether oral or written. Any provision or condition of Customer's order which is in any way different from, or in addition to, those terms and conditions (except additional provisions specifying quantity and shipping or billing instructions) shall not be applicable hereto or binding upon EMJAC. No purported modification or waiver of the provisions hereof shall be binding upon EMJAC for any purpose unless it is contained in writing signed by an authorized representative of EMJAC. Customer's acceptance of the provisions as stated on this acknowledgement form shall be conclusively presumed if no written objection to this acknowledgement is received by EMJAC within fifteen (15) days from the date hereof. All sales acknowledgements and invoices are subject to correction of errors.

Failure of EMJAC to insist upon performance of any provision of the Terms and Conditions of Sale shall not be construed as a waiver of such provision or any other provisions herein, and shall not impair the right of EMJAC thereafter to enforce each and every provision of the Terms and Conditions of Sale.

### PRICE

EMJAC reserves the right to raise prices set forth herein, in connection with its adoption of a new price schedule or modification of existing schedule, generally applicable to products of the kind covered herein. Such revised products shall be applicable hereunder on all shipments made on or after the effective date of the price change.

EMJAC's prices are exclusive of all federal, state, and provincial and local taxes imposed on the manufacture, sale, delivery or use of any of the products covered hereby, which shall be paid by Customer in addition to the contract price. There is a minimum charge of \$50.00.

### TERMS OF PAYMENT

Terms of payment shall be net 30 days from the date of Invoice unless different terms are stated on the face hereof. The amount of credit or terms of payment may be changed or credit withdrawn by EMJAC at any time that Customer's credit has become impaired. EMJAC shall be entitled to decline to make further shipments on any order to Customer until receipt of satisfactory security or of cash payments in advance. EMJAC may also terminate the order as to any remaining shipments without detriment to its rights accrued up to the date of any cessation of shipments or termination of order. If the goods are delivered in installments, Customer shall pay for each installment in accordance with the terms of payment hereof. Payment shall be made for the goods without regard to whether Customer may make any inspection of goods. If shipments are delayed by Customer, payments are due from the date at which EMJAC is prepared to make shipments. Goods held for Customer are at Customer's sole risk and expense. No cash discounts are allowed.

In the event that the invoice is not paid within terms, there will be a late fee of 1.5% assessed per month (18.0% annual). In the event that the invoice is not paid within the time mentioned above and EMJAC engages an attorney to enforce collection of the invoice, then, and in that event, the Customer agrees to pay all expenses and costs of litigation including court costs and reasonable attorney's fees to be fixed by any court in which any such attorney is required to appear, and Customer further agrees that he may be sued in a court of competent jurisdiction in Florida.

### TITLE

Title to the merchandise shall remain with EMJAC until the invoice is paid in full. In the event that the invoice is not fully paid within 30 days from the date of the invoice, EMJAC has the right to, and may, enter any premises where the merchandise may then be and retake same, either with or without legal process, but without breach of the peace. Notwithstanding the fact that title to the merchandise remains with EMJAC, until the invoice is fully paid, risk of loss or damage to the merchandise herein passes to the buyer at the time that the delivery of the said merchandise is made to a carrier at manufacturer's shipping point or is placed upon EMJAC's trucks for delivery to customer.

### LIABILITIES

EMJAC shall not be liable for any delay in delivery or for non-delivery, in whole or in part, caused by the occurrence of any contingency beyond the control of either EMJAC or EMJAC's suppliers, including but not limited to, war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot or other act of civil disobedience, act of public enemy, failure or delay in transportation, act of any government or any subdivision thereof, judicial action, labor dispute, fire, accident, explosion, flood, storm, or other act of God, shortage of labor, fuel, raw materials or machinery, or technical failure where EMJAC has exercised ordinary care in the prevention thereof. If any contingency occurs, EMJAC may allocate product and deliveries among EMJAC's customers.

### CANCELLATIONS

Orders may not be cancelled except upon EMJAC's written approval which shall be subject to the Customer's payment of EMJAC's reasonable cancellation charges. Such charges shall include all reasonable costs incurred by EMJAC in preparing to meet the Customer's anticipated delivery scheduled including, but not limited to, commitment made by EMJAC to its suppliers and the cost of inventory (raw materials, work in process, and finished goods) allocated to the Customer's order together with a reasonable allowance for prorated expenses and anticipated profits.