Terms & Conditions

Acceptance; Modification. All orders must be submitted in writing to PURILOGICS Inc. in accordance with PURILOGICS's standard order policies in effect from time to time. Orders will be deemed accepted only upon shipment of products by PURILOGICS or upon written acceptance by PURILOGICS. Acceptance by PURILOGICS of all orders submitted by purchaser ("Buyer") will be subject solely and exclusively to these terms and conditions of sale and all documents incorporated by reference into the order by PURILOGICS (collectively, "Terms of Sale"). However, any purchase orders or numbers issued by Buyer will be deemed to be for Buyer's internal purposes only and their terms and conditions will have no force or effect. Unless objections to the Terms of Sale are raised in writing before shipment of products or delivery of any products, Buyer will be deemed to have accepted the Terms of Sale in their entirety without any addition, alteration or deletion. PURILOGICS does not agree to any proposed addition, alteration, or deletion to the Terms of Sale, unless expressly accepted in a writing signed by PURILOGICS's management. Any changes to the order must be in a writing signed by PURILOGICS.

Payment Terms; Prices. Prices will not include any sales, use, privilege, excise or any other tax, duty, tariff or assessment that may arise from the sale of products or services or any shipping costs, and such taxes, duties, tariffs and other assessments, together with shipping costs, will be the responsibility of Buyer. Unless otherwise approved in writing by PURILOGICS, in its sole discretion, all invoices will be due NET 30 days of the invoice date. A past due service charge of 1.5% per month on the unpaid balance of the aggregate purchase price for orders will apply or the maximum rate permitted by applicable law, whichever is lower.

Shipments; Delivery. Delivery dates and quantities for orders will be as mutually agreed to by the parties. The orders will be shipped free carrier (FCA) at the origin of shipment to destinations mutually agreed to by the parties. Unless otherwise agreed to by the parties, PURILOGICS will arrange for shipping at Buyer's cost and expense. Risk of loss will pass to Buyer upon delivery of the goods to the FCA origin point. Title will pass upon complete payment of the order. Buyer will bear the risk of loss with respect to damage or destruction of products in transit and the risk of delay and increased costs of shipment. PURILOGICS reserves the right to make delivery in installments and to separately invoice the same. Delay in delivery of any installment will not relieve Buyer of its obligation to accept the remaining installments.

Inspection; Non-conforming Shipments. Buyer's inspection rights will not affect payment terms. Buyer must inspect shipments within five (5) business days after delivery. Within such time, Buyer will immediately notify PURILOGICS of any shipment that does not conform to the Terms of Sale and afford PURILOGICS a prompt, reasonable opportunity to inspect such products and cure any nonconformance. Buyer will have no right to return any product or shipment, and no product or shipment may be returned to PURILOGICS without the prior written approval of PURILOGICS.

TO THE FULLEST EXTENT PERMITTED BY LAW, PURILOGICS MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY PRODUCTS OR SERVICES. EXPRESSLY DISCLAIMED BY PURILOGICS ARE THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL PURILOGICS BE LIABLE FOR SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INSTALLATION COSTS, LOST REVENUE OR PROFITS, OR ANY OTHER COSTS OF ANY NATURE AS A RESULT OF THE USE OF PRODUCTS PURCHASED FROM PURILOGICS, WHETHER USED IN ACCORDANCE WITH INSTRUCTIONS OR NOT.

Credit Policy; Security Interest. Credit terms are subject to the approval of PURILOGICS's credit department, in its sole discretion, and may be revoked by PURILOGICS at any time for any reason, or no reason. If credit is revoked or not approved, this sale will be cash-on-delivery or as otherwise agreed to in writing by PURILOGICS. PURILOGICS retains a purchase money security interest in the products sold under the U.C.C. or similar law of the applicable
Buyer agrees to execute such financing statements and other documents as PURILOGICS may request from time to time in order to perfect PURILOGICS's security interest.

**Remedies; Attorney's Fees.** If PURILOGICS brings a legal action or other proceeding to enforce this agreement, or because of an alleged dispute, breach, default or misrepresentation relating to this agreement, PURILOGICS will be entitled to recover reasonable attorneys' fees and other costs incurred in connection with such action or proceeding. Such relief will be in addition to any other remedies to which PURILOGICS may be entitled at law or in equity.

**Force Majeure.** PURILOGICS will not be liable to Buyer or be deemed to be in breach for any delay or failure in performance caused by acts beyond PURILOGICS's reasonable control, including (without limitation) acts of God, war, vandalism, sabotage, accidents, fires, floods, strikes, labor disputes, mechanical breakdown, shortages or delays in obtaining suitable parts or equipment, material, labor, or transportation, acts of subcontractors suppliers, interruption of utility services or the Internet, acts of any unit of government or governmental agency or any similar or dissimilar cause.

**Commencement of Actions; Jurisdiction.** ANY LEGAL ACTION OR OTHER PROCEEDINGS BY BUYER AGAINST PURILOGICS IN CONNECTION WITH OR RELATED TO THIS AGREEMENT OR THE PRODUCTS OR SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE DATE OF THIS ORDER. This provision will not be construed to limit the time in which PURILOGICS may commence actions or proceedings against Buyer or any third person in connection with or related to this agreement or the products or services, including (without limitation) nonpayment. This agreement shall be governed by and construed exclusively under the laws of the State of South Carolina, irrespective of conflicts of law principles. The parties irrevocably consent to the exclusive jurisdiction of the state and federal courts located in Greenville, South Carolina. This agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

**General.** The Terms of Sale contain the full understanding of the parties and supersedes all other agreements (written or oral) regarding its subject matter, except to the extent an agreement is incorporated by reference by PURILOGICS. All waivers by PURILOGICS must be in writing and will not be implied. No waiver of any default by either party will act as a waiver of a subsequent or different default. If PURILOGICS elects to continue performance after a breach or default by Buyer, its actions will not constitute a waiver of such default or breach. Buyer will not assign any of its rights or delegate any of its duties under this agreement. Any attempted assignment or delegation by Buyer without PURILOGICS's prior written consent will be null and void. This agreement is effective as of the effective date shown on its face. This agreement may not be modified except in a written agreement signed by all parties. Any notice by Buyer under this agreement will be written and mailed by certified mail, return receipt requested, to PURILOGICS at its address on the face of this order. Rights and remedies of the parties under this agreement are cumulative, not alternative. Section headings are for convenience only.