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AMERICAN GENERAL SUPPLIES, INC.

GENERAL TERMS AND CONDITIONS OF SALE

1. **Scope.** These General Terms & Conditions of Sale (these "Terms") govern the sale of all products and services ("Products") of American General Supplies, Inc. ("AGS") and form an integral part of AGS's sales order (said sales order together with these Terms is herein called the "Contract"). By placing an order, Customer unconditionally accepts these Terms and none of Customer's inconsistent and/or additional terms and conditions submitted in acknowledging or accepting the Contract or in issuing purchase orders, releases, shipping instructions or other documents shall be valid. Neither party shall be bound by any change in, additions to, or waiver of, any of these Terms unless approved in writing by AGS's authorized representative.
2. **Orders/Prices.** Orders shall only be final and binding following their acceptance in writing by AGS. The Products shall be sold at the applicable US Dollar prices when the order is placed, provided, however, that without affecting the validity of the Contract, said prices are subject to adjustment to reflect the cost of changes requested by Customer or required by regulatory authorities in product or service specifications. Except where expressly noted to the contrary in the Contract, prices quoted by AGS do not include customs, freight, or national, state, local, or other taxes, fees, or governmental exactions of any kind, all of which shall be the responsibility of Customer. In the event Customer cancels an order after it has been accepted by AGS, any deposit placed by Customer in connection with that order shall be deemed non-refundable and shall be retained by AGS, unless otherwise agreed by the parties.
3. **Invoicing/Payment/Credit Terms.** (a) invoices will be issued by AGS to Customer at the time Product is shipped by AGS to Customer; (b) Customer shall pay each such invoice within the days indicated on the contract; (c) all such payments shall be in US Dollars by wire transfer to AGS's bank account disclosed to Customer; (d) all past due payments shall be subject to a fee equal to the lower of 2.0% per month or the highest amount permitted to be charged under applicable law; and (e) in the event of any failure to pay by the invoice due date, AGS may require payment in advance of delivery in relation to any Product not previously delivered. In the event of a delinquency on one invoice, AGS may declare all unpaid invoices past due. All payments shall be applied first to any service charge and accrued interest and then to the unpaid portion of the oldest invoice. Customer will be responsible for all of AGS' costs of collection, including, but not limited to, court costs, filing fees and attorneys' fees. Any excise or other applicable taxes will be added to the invoice and subject to the service charge. Credit terms may be offered subject to satisfactory credit vetting of Customer by AGS. Such credit terms will be set forth in the Contract. The offer of credit will be at the sole discretion of AGS. AGS reserves the

right to require payment in advance or C.O.D. and otherwise modify credit terms should Customer's credit standing not meet AGS's approval.

4. **Shipping.** Unless otherwise stated in the Contract, AGS will select the mode of shipment and route the Products according to its judgment. Shipping terms shall be EX WORKS (Incoterms 2010) AGS's headquarters in Gaithersburg, Maryland, USA. Delivery dates are estimates. AGS reserves the right to assess freight and handling charges for any special shipment requests, including, but not limited to, expedited shipments or special transportation costs. Customer must report to AGS incorrect shipments or shortages upon receipt of Product and damaged shipments, together with the carrier's damaged goods report or similar documentation, within ten (5) days after receipt of shipment. Failure to give such applicable notice shall constitute a waiver of Customer's right to reject the Products for nonconformity and shall be equivalent to an irrevocable acceptance of the Products by Customer. If AGS is unable to deliver the Products because of actions or circumstances under the control of Customer, then AGS shall be entitled to place the Products in storage until such times as delivery may be made, and Customer shall be liable for any expense associated with such storage. Upon completion of the agreed Incoterm, title and the risk of loss for Product shall pass to Customer. Customer shall reimburse AGS for the additional cost of its performance resulting from inaccurate or lack of delivery instructions, or by any act or omission on Customer's part. Any such additional cost may include, but is not limited to, storage, insurance, protection, re-inspection and delivery expenses.
5. **Warranty.** Customer acknowledges that (a) AGS is not the manufacturer of, or the repair station that has repaired, any Product and (b) AGS is acting solely in the capacity of distributor of said Product. AGS will pass along to Customer any warranty and/or certification of the manufacturer or of the repair station, to the extent such warranty and/or certification is made available to AGS. Warranty claims shall be made by Customer in accordance with the aforesaid warranty or certification. AGS agrees to facilitate to the extent it is reasonably able to do so the processing of any such claim, provided, however, AGS shall have no liability under any such warranty or certification. Customer is obligated to review and become familiar with any manufacturer warranty or repair station certification. Any description given or applied to the Products is given by way of identification only and the use of such description shall not constitute a sale by description. For the avoidance of doubt, Customer hereby affirms that it does not in any way rely on any description when entering into the Contract.
6. **Export Sales.** If the Contract involves an export of items subject to the Export Administration Regulations, such items will be exported from the United States by AGS in accordance with the Export Administration Regulations. Customer agrees that it will not divert, use, export or re-export such items contrary to United States law. Customer expressly acknowledges and agrees that it will not export, re-export, or provide such items to any entity or person within any country that is subject to United States economic sanctions imposing comprehensive embargoes without obtaining prior authorization from the United States Government. The list of such countries subject to United States economic sanctions or embargoes may change from time to time. Customer also expressly acknowledges and agrees that it will not export, re-export, or provide such items to entities and persons that are ineligible under United States law to receive such items, including but not limited to, any person or entity on the United States Treasury Department's list of Specially Designated Nationals or on the United States Commerce Department's Denied Persons List, Entity List, or Unverified List

7. **Force Majeure.** AGS will not be liable or otherwise responsible for any damage, loss, fault, or expenses arising out of delays in manufacturing, shipment or other non-performance under the Contract caused or imposed by: strikes, fires, disasters, riots, acts of nature; intervention of government, war or threat of war, acts of terrorism, conditions similar to war, sanctions, blockades, embargoes; acts of Customer; shortages of labor, fuel, power, materials, supplies, transportation, or manufacturing facilities; governmental action, subcontractor delay or any other cause, condition or circumstance beyond AGS's reasonable control (collectively, "Force Majeure"). If there is a delay or nonperformance due to Force Majeure, then AGS may, at its option, and without liability, extend any date upon which any performance under the Contract is due.

8. **Governing Law and Arbitration.** The Contract shall be governed by the internal laws of the State of Maryland, USA, where AGS has its headquarters. The provisions of the United Nations Convention for the International Sale of Goods shall not be applicable to this Contract. In the event of any dispute under this Contract, the parties shall refer said dispute to their respective Chief Executive Officers for resolution. Should within a period of 60 days, the dispute not be resolved by said Officers, either party may refer the dispute to binding arbitration in accordance with the Rules of Commercial Arbitration of the International Chamber of Commerce. The place of arbitration shall be Washington, D.C. and the language of all arbitration proceedings shall be English. Awards may be enforced in accordance with the 1958 New York Convention and judgment may be entered upon any award in any court having jurisdiction over the parties and/or their assets. The arbitrator's fees shall be paid by both parties in equal parts unless otherwise determined by the arbitrator. This provision shall survive any termination of any of the terms and conditions herein and shall be deemed to constitute an independent arbitration agreement between AGS and Customer for all purposes and intents.

THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY DISPUTE ARISING OUT OF OR RELATING TO THE PURCHASE. Notwithstanding the foregoing provisions, AGS may commence an action in any State or Federal Court in the State of Maryland to collect amounts payable by Customer to AGS and Customer consents and submits to the personal jurisdiction of said courts for said purpose.

9. **Responsibility; Liability.** Customer assumes full responsibility for any liability arising out of unloading, discharge, storage, handling, use and disposal of any Product or container, including the use of such Product or container alone or in combination with other equipment and compliance or noncompliance with any laws or regulations.

Subject to the provisions of Section 5, in the event Customer claims that AGS has breached any of its obligations under the Contract, AGS may request the return of the Products and tender to Customer the purchase price paid by Customer for such Products and, in such event, AGS shall have no further obligations under the sales agreement except to refund such purchase price upon redelivery of the products. If AGS so requests the return of the Products, the Products shall be redelivered to AGS in accordance with AGS' instructions at AGS' expense.

IN NO EVENT SHALL AGS'S LIABILITY ARISING UNDER OR RELATED TO THE CONTRACT EXCEED THE AMOUNT PAID BY CUSTOMER UNDER SAID CONTRACT for the products that are the subject of the claim. AGS SHALL HAVE NO LIABILITY FOR LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR REVENUE, LOSS OF INCOME, LOSS OF BUSINESS, LOSS OF OPPORTUNITY, LOSS OF USE,

LOSS OF REPUTATION, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, HOWSOEVER ARISING, WHETHER IN CONTRACT, TORT, OR OTHERWISE, REGARDLESS OF WHETHER AGS HAS BEEN APPRISED OF SUCH LOSSES IN ADVANCE.

10. **Confidentiality.** Any information, document or data of whatever nature, commercial or otherwise, transmitted by AGS to Customer in connection with the Contract and/or the supply of Products shall be deemed confidential information of AGS. Customer undertakes not to disclose any such information, document or data to any third party for any reason whatsoever, and not to copy or reproduce any such information, document or data, without AGS' prior written consent, except (i) as may be required by law, (ii) for information in the public domain and/or accessible to the general public, or (iii) for the internal use of Buyer's representatives or agents only on a need-to-know basis.
11. **Entire Agreement.** The Contract (a) sets forth the entire understanding of AGS and Customer and supersedes all prior agreements, oral or written, heretofore made between said parties with respect to the subject matter hereof; (b) may not be assigned by either party; (c) may not be amended except in a writing signed by the parties; and (d) is binding upon AGS and Customer.

Miscellaneous. (a) All intellectual property rights produced from or arising as a result of the performance of this Contract shall, so far as not already vested, become the absolute property of AGS, and Customer shall do all that is reasonably necessary to ensure that such rights vest in AGS by the execution of appropriate instruments or the making of agreements with third parties. (b) Nothing contained in the Contract shall be construed as establishing or implying any partnership or joint venture between the parties and nothing in said Contract shall be deemed to construe either of the parties as the agent of the other party. (c) The failure by either party to insist upon strict compliance by the other party with any provision of the Contract in any particular case shall not impair its right to require such compliance in future cases.