

BOPLAN® USA INC. TERMS AND CONDITIONS OF SALE

All our sales, activities, deliveries and services shall be provided on the basis of the conditions following hereafter.

1. GENERAL

1.1 These Terms and Conditions shall apply to all contracts for the sale of Goods by BOPLAN® USA INC. ("the Seller") to the organization or person who buys said Goods ("Buyer") to the exclusion of all other terms and conditions referred to, offered or relied on by the Buyer whether in negotiation or at any stage in the dealings between the parties, including any standard or printed terms tendered by the Buyer, unless the Buyer specifically states in writing, separately from such terms, that it wishes such terms to apply and this has been acknowledged by the Seller in writing. 1.2. Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller. 1.3. BOPLAN® refers to its installation manuals for important instructions as well as disclaimers that need to be reviewed by the Buyer or anyone installing Goods on its behalf to maximize product performance. While SELLER is including its installation manuals in all shipments, they can also be downloaded from www.boplan.com or can be obtained by simple request to one of its representatives.

2. PRICE AND PAYMENT

2.1. The price shall be that in the Seller's current List Price (meaning list of prices of Goods maintained by Seller as amended from time to time), or such other price as the parties may agree in writing. The price is exclusive of taxes or any other applicable costs. Shipping charges shall be paid for by the Buyer. 2.2. Quoted prices shall under no circumstances imply any obligations or commitment, and are not binding for future orders. 2.3. Payment of the price and any other applicable costs shall be due within 30 days of the date of receipt of the invoice supplied by the Seller or otherwise as agreed in T&C's of Seller's supply agreement with Buyer. 2.4. The Seller shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 5% per year. 2.5. When invoices are overdue by more than 15 days, Seller will charge a late fee of 12%, with a minimum of \$50 and a maximum of \$2000. 2.6. If payment of the price or any part thereof is not made by the due date, the Seller shall be entitled to; require payment in advance of delivery in relation to any Goods not previously delivered; to refuse to make delivery of any undelivered Goods whether ordered under the contract or not and without incurring any liability whatever to the Buyer for non-delivery or any delay in delivery; to terminate the contract.

3. DESCRIPTION. Any description given or applied to the Goods 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, the Buyer hereby affirms that it does not in any way rely on any description when entering into the contract.

4. SAMPLE. Where a sample of the Goods is shown to and inspected by the Buyer, the parties hereto accept that such a sample is so shown and inspected for the sole purpose of enabling the Buyer to judge for itself the quality of the bulk, and not so as to constitute a sale by sample.

5. DELIVERY

5.1. Unless otherwise agreed in writing, delivery of the Goods shall take place at the address specified by the Seller on the date specified by the Seller. 5.2. The date of delivery specified by the Seller is an estimate only. Time for delivery shall not be of the essence of the contract. 5.3. If the Buyer is unable to take delivery of the Goods for reasons beyond its control, then the Seller shall be entitled to place the Goods in storage until such times as delivery may be effected and the Buyer shall be liable for any expense associated with such storage.

6. RISK. Risk in the Goods shall pass to the Buyer at the moment the Goods are entrusted to it or set aside for its collection, whichever happens first.

7. TITLE. Title in the Goods shall not pass to the Buyer until the Seller has been paid in full for the Goods.

8. WARRANTY

8.1 Where the Goods have been manufactured by the Seller and are found to be defective due to the faulty materials, manufacturing or workmanship of the Seller, the Seller shall repair, or at its sole discretion, replace defective Goods free of charge within 24 months from the date of delivery. This however requires the Buyer notifying the Seller in writing immediately upon the defect becoming apparent. 8.2. Any Goods to be repaired or replaced shall be returned to the Seller at the Buyer's expense, if so requested by the Seller. 8.3. the Seller shall be entitled in its absolute discretion to refund the price of the defective Goods and transportation cost, in the event that such price has already been paid. 8.4. In the event that the Buyer has modified the Goods in any way without full written agreement from BOPLAN® USA Inc. then the Warranty as per described in this clause and all items herein indicated become void. 8.5. The remedies contained in this Clause are without prejudice to the other Terms and Conditions herein, including, but without limitation, Clause 9 below

9. LIABILITY

9.1. No liability of any nature shall be incurred or accepted by the Seller in respect of any representation made by the Seller, or on its behalf, to the Buyer, or to any party acting on its behalf, prior to the making of this contract where such representations were made or given in relation to the description, quality or fitness of the Goods for any purpose whatsoever. 9.2. No liability of any nature shall be accepted by the Seller to the Buyer in respect of any express term of this contract where such term relates in any way to the description, quality or fitness of the Goods for any purpose whatsoever. 9.3. No liability of any nature shall be incurred or accepted by the Seller where the goods have been modified in anyway by the buyer or his agent. 9.4. All implied terms, conditions or warranties as to the correspondence of the Goods to any description or the satisfactory quality of the Goods or the fitness of the Goods for any purpose whatsoever (whether made known to the Seller or not) are hereby excluded from the contract.

10. FORCE MAJEURE. The Seller shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the Seller shall be entitled to a reasonable extension of its obligations. If the delay persists for such time as the Seller considers unreasonable, it may, without liability on its part, terminate the contract.

11. SEVERABILITY. If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

12. GOVERNING LAW AND JURISDICTION. This Agreement shall be governed by and construed in accordance with the laws of the state of Georgia and the parties hereby submit to the exclusive jurisdiction of its courts.