

AGI INDUSTRIES, INC. ("SELLER") - TERMS AND CONDITIONS OF SALE

1. GENERAL: All descriptions, quotations, proposals, offers, acknowledgments, acceptances and sales of Seller's products are subject to and shall be governed exclusively by the terms and conditions stated herein. The acceptance by buyer of Seller's products ("Buyer") of any offer or counter-offer to sell is limited to these terms and conditions. No such additional, different or inconsistent terms and conditions shall become part of the contract between Buyer and Seller, unless expressly accepted in a subsequent writing signed by Seller. Seller's acceptance of any offer to purchase by Buyer is expressly conditional upon Buyer's assent to all terms and conditions stated herein, including any terms in addition to, or inconsistent with, those contained in Buyer's offer. Whether or not Buyer expressly agrees to these terms and conditions in writing, Buyer's acceptance of Seller's products shall in all events constitute such agreement and consent.

2. PAYMENT AND COLLECTION: Payment shall be made by Buyer within thirty (30) days of the date of invoice, unless otherwise provided on the face of said invoice. In the event of a dispute, the undisputed amount must be paid within thirty (30) days of invoice. If payment for the full amount of all purchases is not made within thirty (30) days from date of invoice, a finance charge of one and one-half percent (1-1/2%) per month [annual percentage rate of eighteen percent (18%)] will be added to the past due balance (including past due but unpaid finance charges). If for any reason Louisiana law is held not to apply to these Terms and Conditions, and the laws of another jurisdiction are held applicable which would make the above finance charge usurious, then the finance charge shall be limited to the maximum amount allowed by such applicable law. In the event Seller places Buyer's account "for collection", Buyer agrees to pay all reasonable costs of collection including, but not limited to, attorney's fees and court costs. Seller reserves the right to discontinue any discounts given if payment is not made timely in accordance with the terms and conditions provided herein.

3. DELIVERY: Unless otherwise agreed in writing by Seller, delivery shall be made F.O.B. point of manufacture. Any delivery dates shown (or which may be shown) are approximate only and Seller shall have no liability for any delays in delivery.

4. WARRANTY: The manufacturer (not Seller) normally warrants that the products sold hereunder shall be free from defects in material or workmanship as stated in the manufacturer's standard warranty. The manufacturer's warranty comprises the sole and entire warranty pertaining to the products provided by Seller. Seller makes no warranty, guarantee or representation of any kind whatsoever, all warranties by (or against) Seller, including but not limited to, merchantability and fitness for purpose, whether express, implied, or arising by operation of law, trade usage, or course of dealing are hereby renounced and disclaimed, and in particular Buyer waives and renounces as against Seller any warranty against hidden defects. There are no warranties on products built or acquired wholly or partially to Buyer's designs or specifications.

Seller hereby assigns to Buyer any warranty claims Seller has against the manufacturer as to the products sold to Buyer. A copy of the manufacturer's written warranty, if any, is usually furnished prior to, or with, delivery of the products being purchased by Buyer; however, if Buyer has not received such a copy of a written warranty from the manufacturer, upon receipt of Buyer's specific request for such a copy, Seller will obtain a copy of the manufacturer's written warranty, if any, and forward a copy of said written warranty, if any, to Buyer.

5. LIMITATION OF REMEDY: Seller's liability arising from or in any way connected with the items sold, or under this contract, shall be limited exclusively to handling the repair or replacement of items

sold or a refund of the purchase price (paid by Buyer), at Seller's sole option. In no event shall Seller be liable for any incidental, consequential or special damages of any kind or nature whatsoever, including but not limited to lost profits arising from or in any way connected with this agreement or any items sold or delivered and/or to be delivered to Buyer, whether alleged to arise from breach of contract, express or implied warranty, or in tort, including without limitation, negligence, failure to warn strict liability, or otherwise.

6. CHANGES, RESCHEDULES AND CANCELLATIONS: Buyer may request to modify the design or specifications for the items to be purchased as well as the quantities and delivery dates thereof, or may request to cancel all or part of any order. Any such requested modification or cancellation shall be approved, in writing, by Seller and may be subject to changes in lead time and price, as well as restocking charges.

7. RETURNS: Returns will be accepted only after Seller's permission has been obtained in advance. Return of items normally stocked by Seller will be subject to restocking charges. Return of special items or items not normally stocked by Seller will be commensurate with terms given by the manufacturer, with possible administrative charges. Non-standard items not returnable to the manufacturer will not be returnable to Seller. Credit will be based on invoiced price, not including freight charges.

8. PRICE AND TAXES: All prices of goods are subject to change or withdrawal. Any testing, documentation or special requirements not specified in Buyer's inquiry are not included in any prices quoted. Unless otherwise indicated in writing signed by Seller, all prices and charges are exclusive of excise, sales, use, property, occupational or like taxes which may be imposed by any taxing authority upon the manufacture, sale or delivery of the items sold or to be sold by Seller. If any such taxes must be paid by Seller or if Seller is liable for the collection of such tax, the amount thereof shall be in addition to the amounts of the items sold. Buyer agrees to pay all such taxes or to reimburse Seller thereof upon receipt of Seller's invoice. If Buyer claims exemption from any sales, use or other tax imposed by any taxing authority, Buyer shall defend, indemnify and hold Seller harmless from and against any such tax, together with any interest or penalties thereon which may be assessed if the items are held to be taxable.

9. PATENTS: Seller shall have no liability for infringement of any patents, trademarks, copyrights, trade dress, trade secrets or similar rights.

10. FORCE MAJEURE: Seller does not assume the risk of, and shall not be liable for, delay or failure to perform any of Seller's obligations by reason of circumstances beyond the reasonable control of Seller (hereinafter "Events of Force Majeure"). Events of Force Majeure shall include without limitation, accidents, acts of God, strikes or labor disputes, acts, laws, rules or regulations of any government or government agency, fires, floods, delays or failures in delivery of carriers or manufacturers, shortages of materials and any other cause beyond Seller's control.

11. SPECIAL OR NON-STANDARD PRODUCTS: Seller shall not issue factory purchase orders for non-stock or non-standard items prior to receipt of Buyer's written purchase order or letter of intent. Lead-time quoted commences upon receipt of written purchase order or letter of intent from Buyer.

12. ERRORS: Seller reserves the right to make corrections to typographical, mathematical or other errors, upon discovery.

13. ENTIRE AGREEMENT: The terms and conditions set forth herein, along with any amendments, modifications and any different terms or conditions expressly accepted by Seller, in writing, shall constitute the entire agreement concerning the items sold, and there are no oral or other representations or agreements which pertain thereto. This agreement shall be governed by the internal laws of the State of Louisiana. No actions arising out of the sale of the items sold under this agreement may be brought by either party more than two (2) years after the cause of action accrues.