

## Standard Terms and Conditions

*The following terms and conditions shall apply to all transactions between  
IBIX Surface Technologies LLC and buyer:*

**Packing:** The goods purchased by buyer shall be packed by IBIX North America in accordance with buyer's instructions and good commercial practice so as to prevent damage from weather or transportation.

**Pricing & Payment:** All prices are subject to change without notice except for prices in a written quote accepted by Buyer within the time frame specified in the quote. All credit orders are subject to credit approval. All payments shall be in US-Dollars. Payment for all goods shall be as written in quote. All invoices remaining unpaid after the term specified for payment shall accrue interest at 1.5% per month of the highest legal rate allowed by Florida law, or whichever is lower.

**Changes or Cancellations:** Orders placed by Buyer and accepted by IBIX North America are not subject to change or cancellation except with IBIX North America's written consent in IBIX North America's sole discretion. If the order is for goods that are to be specially manufactured, and the Buyer request a change to the product or to cancel the order, then the Buyer shall take all completed goods at full contract price and all goods in process at cost plus prorate profit to be set by IBIX North America. In addition, the Buyer shall reimburse IBIX North America for any and all materials purchased by IBIX North America in order to manufacturer the goods ordered by the Buyer.

**Shipping & Risk of Loss:** Shipping shall be EX WORKS at IBIX North America's location unless otherwise agreed in writing. Title to the goods and risk of loss pass to Buyer upon delivery to carrier for shipment.

**Delivery:** All dates for delivery given to Buyer are approximate. IBIX North America shall use reasonable efforts to assure delivery by the delivery date. However, IBIX North America does not guarantee delivery by the anticipated delivery date nor shall IBIX North America be liable for any damages, whether direct, special, incidental or consequential, due to delays in delivery. Likewise, IBIX North America shall not be liable for failure or delay of delivery due to events beyond its control including but not limited to acts of God, government action, fire, flood, war accident, labor, disruption, inability to obtain material, equipment or transportation, or other causes beyond IBIX North America's control. Upon any such failure or delay, the delivery date shall be extended or the items affected shall be eliminated from the order.

**Taxes:** Buyer shall provide to IBIX North America a Reseller's Certificate within ten (10) calendar days of signing these Standard Terms & Conditions. Should Buyer fail to provide said Reseller's Certificate within this time period, Buyer understands and agrees that IBIX North America will charge appropriate sales tax on all goods purchased and shall remit said tax to the appropriate taxing authority.

**Warranties:** IBIX North America warrants that the goods conform to the specifications agreed upon between IBIX North America and Buyer in writing. The sole and exclusive remedy for any defective or non-conforming goods shall be limited to the replacement of any defective or non-conforming goods by IBIX North America, or by IBIX North America issuing a credit for the goods in IBIX North America's discretion. Except as otherwise provided in this paragraph, IBIX North America disclaims all warranties, representations, and merchantability or fitness for a particular purpose, indirect, special, consequential, or incidental damages, however caused, including, without limitation, any damages arising out of the use

or operation of the products or damage to any property of defective or non-conforming product or part. The laws of the State of Florida shall interpret this statement.

**Attorney's fees and costs:** In any litigation between the parties, the prevailing party shall be entitled to the award of its reasonable attorney's fees and costs, both on trial and appellate level, and in any bankruptcy proceedings. Venue for any and all litigation between IBIX North America and the Buyer shall lie exclusively in Pinellas County, Florida, regardless of where the cause of action may occur. Florida law shall govern any such action.

**Waiver:** The waiver by either party or a breach or threatened breach by the other party shall not be construed as a waiver of any subsequent breach.

**Assignment:** Buyer may not assign or transfer its rights without the express written consent of IBIX North America and, in any event, Buyer shall remain fully responsible for all financial obligations on all of Buyer's orders.

**Modification:** These Standard Terms and Conditions may not be modified except by a written document signed by a duly authorized officer of both IBIX North America and Buyer which specifically refers to these Standard Terms and Conditions and expressly states that it is intended to modify them. No subsequent invoice, purchase order, bill of lading or any other form or document of any kind whatsoever, whether pre-printed or otherwise, or course of dealing between the parties, shall replace or supersede these Standard Terms and Conditions unless it meets the express requirements for modification contained in this paragraph.

