

**MADI, LLC**  
**TERMS AND CONDITIONS OF SALE**

**1. Definitions; Contract Formation.** For purposes of these Terms and Conditions of Sale (these "Terms and Conditions") and any invoice or other document of MADI, LLC attached hereto, (a) "Seller" means MADI, LLC, (b) "Buyer" means the person or entity listed on the face of the invoice attached hereto (the "Invoice") and any subsidiary or affiliate of such person or entity to which the goods and services described in the Invoice (the "Product") are being provided under the Contract, (c) "Contract" shall mean the agreement between Seller and Buyer consisting exclusively of the Invoice and these Terms and Conditions, and (d) "Jurisdiction" means the State of South Carolina, U.S.A. Buyer's acceptance of delivery of all or any portion of the Product constitutes Buyer's acceptance of these Terms and Conditions. These Terms and Conditions are exclusive and in lieu of all other Terms and Conditions appearing on Buyer's purchase order or elsewhere and apply to all quotations made and orders accepted by Seller unless specifically stated to the contrary on the face of the Invoice.

**2. Prices.** Prices apply only to the specific quantity quoted. Any variations in quantity specified may necessitate a revision in price. Unless otherwise stated, prices are quoted F.O.B. Seller's factory and the costs of packaging for shipment are included in the quoted price.

**3. Payment.** Unless specified otherwise elsewhere in the Contract, all invoices are payable in full, at Seller's office in the Jurisdiction, in the official currency of the Jurisdiction, within thirty (30) days after date of invoice. All payments shall be due and payable without offset, discount (unless explicitly provided for in the Contract), or any reduction in the Contract price. Seller shall have the right to charge one and one-half percent (1.5%) interest per month (or, if less, the maximum lawful rate allowed by law) on invoices that are not paid within thirty (30) days of the invoice date. In addition to its right to charge interest for outstanding invoices, Seller shall be entitled to all rights and remedies provided by the Uniform Commercial Code, Title 36, Code of Laws of South Carolina.

**4. Risk of Loss; Delivery.** The risk of loss or damage to the Product shall pass to Buyer when the Product is delivered by Seller to a common carrier for delivery. Seller shall choose the carrier for delivery.

**5. Limited Lifetime Warranty.** Seller warrants to Buyer, as the original end customer of the Product, that the Product will be free from defects in material and workmanship under normal use and conditions so long as Buyer owns the Product. This warranty does not cover (a) normal wear and tear, (b) damages resulting from misuse, abuse, neglect, alterations, or improper maintenance (if applicable), and (c) damages caused by others. Any claim alleging that any Product fails to conform to the foregoing warranty may be made only by the customer who purchased such Product and only while such customer owns such Product. Subject to the terms and conditions set forth herein, as Buyer's sole and exclusive remedy for breach of this warranty, Seller will repair or

replace, at Seller's option, any Product determined by Seller to be defective in material or workmanship. OTHER THAN THIS WARRANTY, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, IN FACT OR BY LAW, AND SELLER HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE.

**6. Limitation of Liability.** BUYER AGREES THAT IN NO EVENT WILL SELLER BE LIABLE FOR ANY LOSS, DAMAGE, EXPENSE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) INCURRED BY BUYER IN CONNECTION WITH ITS USE OF, OR INABILITY TO USE, SELLER'S PRODUCTS, WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT LIABILITY, PRODUCT LIABILITY, OR OTHERWISE. WITHOUT LIMITING THE GENERALITY OF ANY OTHER PROVISION IN THE CONTRACT LIMITING OR EXCLUDING LIABILITY OF SELLER, IN NO CASE SHALL SELLER'S LIABILITY WITH RESPECT TO THE CONTRACT OR ANY OF THE PRODUCTS EXCEED THE ACTUAL CONTRACT PRICE PAID BY BUYER FOR THE PRODUCTS WITH RESPECT TO WHICH SUCH CLAIM IS MADE.

**7. Taxes.** Federal, state, and local taxes, if any, must be added to net prices and will be shown as a separate item on invoice and shall be borne by Buyer.

**8. Force Majeure.** Delay in or failure of performance by either party hereto shall be excused if and to the extent that such delay or failure is caused by an occurrence beyond the reasonable control of the party affected, including availability of raw materials, acts of God, compliance with orders of a governmental authority, war, terrorism, fires, floods, explosions, storms, riots, strikes, factory or port shutdowns, or similar causes.

**9. Governing Law.** For sales of Product shipped to a Buyer within the U.S.A., the law of the Jurisdiction, without regard to its conflict of laws principles, shall govern this Contract and the rights and obligations of the parties hereunder. For sales of Product shipped to a Buyer outside of the U.S.A. ("International Sales"), the United Nations Convention on Contracts for the International Sale of Goods (the "Sales Convention") shall, to the extent applicable and as limited herein, govern this Contract and the rights and obligations of the parties hereunder. Notwithstanding the foregoing, in the event of any inconsistency or conflict between provisions of the Contract, including these Terms and Conditions, on the one hand, and the Sales Convention, on the other hand, the provisions of the Contract shall govern and prevail. To the extent of any such inconsistency or conflict, the provisions of the Contract shall be deemed to derogate from the provisions of the Sales Convention within the meaning of Article 6 thereof. Further, without limiting the generality of the foregoing, the following provisions of the Sales Convention are hereby excluded from the Contract: Articles 8(3), 9, 11, 16(2), 39(2), 44, 46, 50, and 84(1). Questions that are not expressly settled in the Contract or by

**MADI, LLC**  
**TERMS AND CONDITIONS OF SALE**

application of the Sales Convention are to be settled in conformity with the internal laws of the Jurisdiction, without regard to its conflict of laws principles. For International Sales not governed by the Sales Convention, the internal laws of the Jurisdiction, without regard to its conflict of laws principles, shall govern this Contract and the rights and obligations of the parties hereunder. The Convention on the Limitation Period in the International Sale of Goods is hereby excluded and shall not govern any claim arising from or relating to this Contract or the sale or purchase of the Products.

shall not be deemed a waiver. This Agreement is binding on both Buyer and Seller and their successors and permitted assigns. Buyer may not assign this Agreement without Seller's prior written consent. The use of "including" in these Terms and Conditions shall be deemed to mean "including, without limitation."

**10. Dispute Resolution.** Except as otherwise provided herein, any dispute arising out of or related to this Contract or the sale, use or purchase of the Product shall be settled by binding arbitration in the Jurisdiction administered in accordance with Rules of Arbitration of the International Chamber of Commerce in effect on the date of such arbitration, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration proceedings, and all documents, pleadings and awards related thereto shall be in the official language of the Jurisdiction. The arbitration award shall be stated in the currency of payment specified in the Contract or, if no such currency is specified, the currency of the Jurisdiction, and the reasons for the award shall be stated therein. The arbitrator(s) shall have no power to alter or modify any provision of this Contract. The parties shall equally share the arbitrator's fees and costs. Anything to the contrary in this Contract notwithstanding: (a) any claim by Buyer of any kind, nature, or description is barred and waived, and no proceedings of any kind may be commenced by Buyer, unless Buyer institutes arbitration proceedings within one (1) year after the claimed breach occurs and (b) Seller may, in its sole discretion, apply to a court competent jurisdiction with respect to (i) any claims by Seller for amounts owed by Buyer in connection with a sale of the Product to Buyer, (ii) any claims by Seller to enforce the agreement herein to arbitrate or to enforce the award of the arbitrator(s); (iii) Seller's enforcement of the limitation period set forth hereinabove in respect of Buyer's claims; or (iv) any claims by Seller for injunctive relief or interim measures to prevent or stop irreparable harm to Seller's rights or property. Buyer hereby irrevocably submits to the jurisdiction of the courts within the Jurisdiction with respect to any such litigation. If Seller files litigation in accordance with the foregoing, Buyer shall file no counterclaim therein that is arbitrable under this Contract.

**11. Miscellaneous.** This Contract sets forth the entire understanding between the parties with reference to the subject matter hereof. This Contract may be modified or amended only by a written instrument signed by duly authorized representatives of Buyer and Seller and not by any purchase order, acknowledgment, or any other writing or course of dealing. If any provision of this Contract is determined to be invalid, such invalidity shall not affect the validity of the remaining portions of this Contract. Except with respect to breach of warranty, the tolerance of a default