



Primax Standard Terms & Conditions Of Sale

All orders for Primax or Sykes products shall be made out to Primax USA, Inc. and shall be subject to acceptance by Primax USA, Inc. (A South Carolina Corporation, hereunder referred to as "The Company") based in Charlotte, North Carolina.

1. GENERAL:

Except as otherwise agreed to in writing by authorized personnel of the Company prior to order acceptance the following terms and conditions shall apply to and form a part of any quotation and any order resulting from any quotation and any additional and/or different terms of Buyer's purchase order or other form of acceptance are rejected in advance and shall not become a part of any order resulting from any quotation.

2. ASSIGNMENT:

The rights of Buyer hereunder shall neither be assignable nor transferable without the written consent of the Company.

3. QUOTATIONS:

Written quotations by the Company become void unless accepted by the Buyer in writing within thirty (30) days of the date of the quotation.

4. PRICE:

Prices for items of equipment covered by any quotation are subject to escalation in accordance with the applicable Bureau of Labor Statistics Indices (BLS) based on the period from date of quotation to date of shipment. This shall apply unless otherwise agreed in writing by the Company. Imported components are costed on current exchange rates and subject to adjustment to reflect subsequent changes in exchange rates.

5. TERMS OF PAYMENT:

Unless otherwise specified in this quotation the terms of payment shall be net 30 days from date of shipment.

If Buyer delays shipment, payments based on date of shipment shall become due as of the date when ready for shipment. If Buyer delays completion of manufacture, the Company may elect to require payment according to percentage of completion. Equipment held for Buyer shall be at Buyer's risk and storage charges may be applied at the discretion of the Company.

Accounts past due shall bear interest at the highest rate lawful to contract for but if no limit is set by law; such interest shall be 1% per month. Buyer shall pay all costs and expenses

5. TERMS OF PAYMENT (cont.):

Including reasonable attorney's fees, incurred in collecting the same, and no claim, except claims within the Company's Warranty of material or workmanship, as stated below, will be recognized unless Buyer notifies the Company in writing within thirty (30) days after date of shipment.

6. INSOLVENCY OF BUYER:

If any proceeding is initiated by or against Buyer under any bankruptcy or insolvency law, or in the judgment of the Company the financial condition of buyer at the time the equipment is ready for shipment, does not justify the terms of payment specified, the Company reserves the right to require full payment in cash prior to making shipment.

If such payment is not received within fifteen (15) days after notification of readiness for shipment the Company may cancel the Order of any unshipped item and require payment of reasonable cancellation charges.

7. TAXES:

All prices exclude present and future sales, use, occupation, license, excise, customs duties and other taxes in respect of manufacture, sales, or delivery, all of which shall be paid by Buyer unless included in the purchase price at the proper rate or a proper exemption certificate is furnished.

8. ALTERATION, CANCELLATION, RESCHEDULING & RETURNED EQUIPMENT:

Any order resulting from this quotation cannot be cancelled, altered or rescheduled except with the written consent of the Company and upon terms which will indemnify the Company against all loss occasioned thereby. All additional costs incurred by the Company due to changes in design, specifications, modification, or revision of any order or product resulting from this quotation must be paid for by Buyer.

Goods may be returned only when specifically authorized by the Company. The Buyer will be charged for placing returned goods in a saleable condition, plus any sales expenses then incurred. In addition, the Buyer will pay a reasonable restocking charge as well as all outgoing and incoming transportation costs.

9. SPECIAL JIGS, FIXTURES AND PATTERN:

Any jigs, fixtures, patterns and like items which may be included in an order will remain the Company's property without credit to Buyer. The Company will assume the maintenance and replacement expense of such items, but shall have the right to discard and scrap them without credit to Buyer after they have been inactive for one year.

10. DELAYS:

The Company shall in no event be liable for delays caused by fires, acts of God, strikes labor difficulties, acts of governmental or military authorities, delays in transportation or procuring materials, or causes of any kind beyond the Company's control. No provision for liquidated damages or consequential losses for any cause shall apply under this order. Buyer shall accept delivery within thirty (30) days after receipt of notification of readiness for shipment

11. INSPECTION:

Inspection of goods in the Company's plant by Buyer or Buyer's representative will be permitted insofar as this does not unduly interfere with the Company's production workflow, provided that complete details of the inspection Buyer decides are submitted to the Company in writing in advance.

12. SHIPPING:

Unless Buyer specifies otherwise in writing (a) goods will be boxed or crated, as the Company may deem proper for protection against normal handling, and extra charges will be made for preservation, waterproofing, export boxing and similar added protection of goods; (b) routing and manner of shipment will be at the Company's discretion and may be insured at Buyer's expense. Value to be stated at order price. On all shipments, FOB Company producing factory, delivery of goods to the initial carrier will constitute delivery to Buyer and all goods will be shipped at buyer's risk.

Claims for shortages will be deemed to have been waived if not made in writing within ten (10) days after the receipt of the material in respect of which any such shortage is claimed. The Company is not responsible for loss or damage in transit after having received "In Good Order" receipt from the carrier. A claim for loss or damage in transit must be entered with the carrier and prosecuted by Buyer. Acceptance of material from a common carrier constitutes a waiver of any claims against Company for delay or damage or loss.

13. DELIVERY:

Except as otherwise specified in this quotation delivery will be FOB point of shipment. In the absence of exact shipping instructions, the Company will use its discretion regarding the best means of shipment. No liability will be accepted by the Company for so doing. All transportation charges are at Buyer's expense. Time of delivery is an estimate only and is based upon the receipt of all information and necessary approvals. The shipping schedule shall not be construed to limit the Company in making commitments for materials or in fabricating articles under this order in accordance with the Company's normal and reasonable production schedules. The Company is not liable for any costs incurred by the Buyer as a result of extended

14. SECURITY INTEREST:

Company retains title to and a security interest in all products sold to Buyer hereunder until the purchase price and other charges, if any, are paid in full upon request of Company. Buyer will execute any document or furnish any notices necessary to perfect the security interest of Company in the products sold hereunder.

15. OPERATING CONDITIONS AND ACCEPTANCE:

Recommendations and quotations are made upon the basis of operating conditions specified by the Buyer. If actual conditions are different from those specified and performance of equipment is adversely affected thereby, Buyer will be responsible for the cost of all changes in the equipment required to accommodate such conditions. The Company reserves the right to cancel any order and Buyer shall reimburse the Company for all costs and expenses incurred in, and reasonable profit for performance hereunder. In such event, the Company reserves the right to refuse any order based upon a quotation containing an error. The provisions in any specification or chart are descriptive only and are not warranties or representations, the Company will certify to a rated capacity in any particular product upon request. Capacity, head and efficiency certifications are based on shop tests and when handling clean clear fresh water at a temperature of not exceeding 85 F (30 C). Certifications are at this specified rating only and do not cover sustained performance over any period of time nor under conditions varying from these. Equipment test standards available on request.

16. RECORDS, AUDITS AND PROPRIETARY DATA:

Unless otherwise specifically agreed in writing and signed by an authorized officer, neither Buyer nor any representative of Buyer, nor any other person shall have the right to examine or audit the Company's cost accounts, books or records of any kind or on any matter, or be entitled to, or have control over, any engineering or production prints, drawing or technical data which the Company, in its sole discretion, may consider in whole or in part proprietary to the Company.

17. PATENT INFRINGEMENT:

The Company will hold Buyer harmless against any liability for infringement of any apparatus claim of any United States patent, issued at the date of the contract, and arising out of the sale or use in the form supplied by Company of equipment designed and/or manufactured by Company.

The Company will assume no liability with respect to equipment specified by either the Company

17. PATENT INFRINGEMENT (cont.):

Buyer will hold the Company harmless against any liability for infringement or any apparatus claim of any United States patent, issued at the date of the Contract, and involving equipment furnished by the Company in accordance with drawings and/or specifications furnished by Buyer.

The party assuming liability as stated above, shall be notified immediately of any assertion of infringement, and shall have the absolute control of the defence thereto including the right to settle,

defend against Legal action, or make changes in the equipment to avoid infringement.

18. LIABILITY LIMITATIONS:

Under no circumstances shall the Company have any liability for liquidated, collateral, consequential, or special damages or for loss of profits or for actual losses or for loss of production or progress of construction whether resulting from delays in delivery or performance, breach of warranty, negligent manufacture or otherwise. The aggregate total liability of the Company in connection with the performance of this order, whether for breach of contract or warranty, negligence, or otherwise, shall in no event exceed the contract price. Buyer agrees to indemnify and hold harmless the Company from all claims by third parties in excess of these limitations.

Since the compliance with the various Federal State and Local laws and regulations concerning occupational health and safety and pollution are affected by the use, installation and operation of the equipment and other matters over which the Company has no control, the Company assumes no responsibility for compliance with those laws and regulations, whether by way of indemnity, warranty or otherwise.

19. WARRANTY:

Primax USA, Inc warranty is exclusive and in lieu of all other warranties expressed or implied, including but not limited to any warranty of merchantability or fitness for a particular purpose unless provided otherwise under any applicable federal or state law. Refer Primax USA, Inc.

Warranty document for full details.

20. OTHER RIGHTS & REMEDIES:

In addition to the rights and remedies conferred upon the Company by any contract resulting from this quotation, the Company shall have all rights and remedies conferred at law and in equity and shall not be required to proceed with the performance of any order resulting from this quotation if Buyer is in default in the performance of such order or of any other contract or order with the Company.

21. LAW GOVERNING CONTRACT:

All orders accepted by the Company shall be governed and controlled as to the validity, enforcement, interpretation, construction, effect and in all other respects, by the statutes, laws and decisions of the State of North Carolina, which is the state in which the Company's principal place of business is located. All orders accepted by the Company shall be considered as submitted to the Company at its principal place of business in Mecklenburg County, North Carolina, and shall be deemed to have been entered into in Mecklenburg County, North Carolina, unless the Company agrees otherwise, in writing. The Buyer agrees that all actions or proceedings arising directly, indirectly or otherwise in connection with, out of, related to, or from an order accepted by the Company shall be litigated at Primax USA, Inc's discretion and election, only in The Courts of Mecklenburg County, North Carolina. The Buyer hereby consents and submits to the jurisdiction of these Courts and waives any right to seek a transfer or change of venue in any litigation brought against the Company by the Buyer or in any litigation brought by the Company against the Buyer.

22. LITIGATION:

If any litigation is commenced between the parties hereto for the enforcement of any rights hereunder, the successful party in subject litigation shall be entitled to receive from the unsuccessful party all costs incurred in connection therewith, including a reasonable amount for attorney's fees.

Your acceptance of any goods/material/services supplied by us, or on our behalf, shall, without limitation constitute acceptance of all terms and conditions stated above.

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