

Metano IBC Services, Inc.
ADDITIONAL TERMS AND CONDITIONS OF SALE

1. **PRIORITY:** The terms and conditions hereof shall govern the rights and responsibilities of the parties notwithstanding any additional, different or inconsistent terms contained in any order by Buyer, which Seller hereby expressly rejects.

2. **ACCEPTANCE:** This sale of goods is conditioned upon Buyer's acceptance of the terms and conditions herein contained. Seller hereby expressly rejects any and all terms in any purchase order or other document of Buyer which are in addition to, different from, or inconsistent with these terms and conditions. If this is a Quotation, it is an offer to sell, subject to final approval by Seller. The offer may be withdrawn at any time prior to receiving Buyer's acceptance, and the offer shall expire automatically if not accepted within thirty (30) days from the date on the face hereof.

3. **TAXES AND DUTIES:** Prices are subject to the addition of any applicable sales, use and excise taxes, customs duties or tariffs, or any other taxes, duties, or tariffs imposed by a political subdivision, which shall be paid by the Buyer. For tax purposes, title to the goods shall pass from Seller to Buyer upon being loaded for shipment whether by common carrier, by Seller's or Buyer's own trucks, or otherwise.

4. **CREDIT APPROVAL:** Payment must be made in full prior to the commencement of any product preparation or fabrication unless alternative payment arrangements are included within the Sales Order and subsequently approved by Seller's Credit Department. All alternative payment arrangements contained in any Sales Order are strictly contingent upon final approval by Seller's Credit Department. Upon Purchaser's acceptance of any Sales Order containing alternative payment terms, Seller's Credit Department shall have thirty (30) days in which to accept or reject the Sales Order in its sole discretion based on the creditworthiness of Purchaser. An evaluation of creditworthiness shall include, but not be limited to, a review of Seller's records of Purchaser's payment history. Any such Sales Order not accepted within the thirty (30) day period shall be conclusively deemed rejected. For alternative payment terms, Seller may require Purchaser to execute Seller's form of security agreement.

5. **PAYMENT TERMS:** Purchaser shall make payments in accordance with the payment arrangements approved by Seller's Credit Department. If Seller delays shipment as requested by Purchaser under paragraph 9 hereof, Purchaser shall pay the full purchase price (or the final installment) within thirty (30) days after the goods have been completed and, in addition, shall pay a reasonable storage charge as determined by the Seller. Any balance not paid when due shall bear interest at the rate of 1.5% per month (18% A.P.R.) on the average daily balance until paid or the highest rate allowed by applicable law, whichever is less. Notwithstanding anything to the contrary in paragraph 15 hereof, the parties agree that Seller may bring suit to collect any unpaid balance due from Purchaser (or submit such claim to arbitration in Seller's sole discretion), and Purchaser shall pay all attorney fees and court costs incurred by Seller in connection with the suit to collect such unpaid balance. The parties agree that any such suit brought by Seller shall not be stayed by virtue of any arbitration proceeding between parties, shall proceed to judgment by the Court, and that all of Purchaser's defenses, avoidances and counterclaims (other than the defense of payment) which it might have shall be submitted to arbitration as provided in paragraph 15. All payment shall be made in currency of the United States.

6. **SPECIFICATIONS:** Any specifications or drawings submitted to Buyer must be approved and returned to Seller by the date specified in the specification transmittal letter. Any delay will delay the shipping date and may increase Buyer's cost.

7. **ORDERS:** All orders are subject to written acceptance and approval by Seller at the Seller's home office, Naples, Florida, U.S.A. and subject to approval by Seller's credit department.

8. **TITLE AND RISK OF LOSS:** Title to and risk of loss of the goods shall pass from the Seller to the Buyer in accordance with the terms F.O.B., F.A.S., D. & F., C.I.F., etc., as specified on the face of this quotation, as such terms are defined in the Uniform Commercial Code and other similar acts or treaties for shipment outside of the Continental United States.

9. **SHIPMENTS:** Shipping dates are estimates only. Seller shall not be liable for delays due to acts of God, labor disputes, fire, flood, material or transportation shortages, breakdown of equipment, or any other causes beyond Seller's reasonable control. Unless otherwise provided on the face hereof, Seller may ship the goods by any mode, and in full or in partial shipments. In no event shall Seller be liable for any consequential damages, lost profits or claims for labor or material resulting from failure or delay in shipment. If production is changed at the request of Buyer, any resulting delay will extend the shipping date and may increase Buyer's cost. If Buyer defers shipment beyond the completion date, the order will be subject to invoicing, payment and storage charges from date of completion.

10. **INSPECTION.** Buyer shall inspect the goods at the time and place of delivery and Buyer agrees that such occasion shall constitute a reasonable opportunity for its full inspection. The parties agree that Buyer's failure to reject the goods within three (3) business days shall constitute acceptance of the goods. After Buyer inspects and accepts the goods, Buyer shall, except as provided in paragraph 13 hereof, be deemed to have acknowledged that the goods comply with all specifications, representations and warranties of Seller, and to have waived any claim or cause of action against Seller with respect to the goods. Buyer is encouraged to visit Seller's plant prior to shipment to inspect and, when possible, witness testing of the goods. If return of the goods is impractical Buyer may be required to inspect the goods at Seller's plant prior to shipment, which shall be deemed to be a reasonable opportunity to inspect and, upon satisfactory completion, shall constitute Buyer's acceptance of the goods.

11. **CANCELLATION:** Orders are non-cancelable, unless approved in writing by Seller. If approved by Seller, the cancellation charges will equal the total selling price less the estimated direct labor and materials not expended and less the salvage value of materials already purchased.

12. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Florida, without reference to its choice of law provisions. Buyer hereby consents to personal jurisdiction of the state and federal courts located in Naples, Florida and agrees that any suit shall be brought solely in such courts. In the event of a suit between the parties, THE PARTIES EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY.

13. **WARRANTIES.** Seller warrants to Buyer that the goods are free of defects in material and workmanship. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED, EXCEPT THE WARRANTY OF TITLE AND AGAINST PATENT INFRINGEMENT. If the goods do not conform to this warranty within one year from the date of original shipment (or from the earlier date of completion if Seller delays shipment as requested by Buyer under paragraph 9 hereof), Seller, at its election and expense, shall repair or replace the goods, or refund the purchase price for such goods, but only after receiving written notification of any defects, and substantiation that the goods have been stored, installed, maintained and operated in accordance with Seller's recommendations and standard industry practice. Buyer shall not return goods claimed to be defective except at the direction of the Seller. All charges for transporting such goods to Seller shall be prepaid by Buyer, and Seller shall return such goods to Buyer freight collect.

If Seller determines that it is impractical to have the goods returned. Seller may elect (i) to repair the goods at Buyer's facility, using independent contractors or Seller's own personnel, (ii) to pay Buyer a reasonable allowance for repairs, but not exceeding the amount which Seller would have paid for its own employees, or (iii) refund the purchase price for such goods. During the course of repairs, Buyer, without charge, shall fully cooperate with, and make the goods and its facilities available to, Seller and Seller's agents and employees.

THIS WARRANTY IS EXCLUSIVE. THE SOLE AND EXCLUSIVE OBLIGATION OF SELLER SHALL BE, AT ITS ELECTION, TO REPAIR, REPLACE, OR REFUND THE PURCHASE PRICE OF DEFECTIVE GOODS IN THE MANNER AND FOR THE PERIOD PROVIDED ABOVE. SELLER SHALL NOT HAVE ANY OTHER OBLIGATION WITH RESPECT TO THE GOODS, WHETHER BASED ON CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHERWISE. THIS WARRANTY DOES NOT EXTEND TO PRODUCTS NOT OF SELLERS MANUFACTURE; AS TO SUCH PRODUCTS, SELLER CONVEYS TO BUYER THE WARRANTY, IF ANY, OF SELLERS SUPPLIER.

ORAL STATEMENTS BY SELLERS EMPLOYEES OR REPRESENTATIVES DO NOT CONSTITUTE WARRANTIES, shall not be relied upon by Buyer, and are not part of the contract for sale. NO OTHER WARRANTIES are given beyond those set forth in this document.

14. **LIMITATION OF LIABILITY.** Buyer's exclusive remedy for claims arising hereunder shall be for damages. Seller shall not under any circumstances be liable for special or consequential damages, such as, but not limited to, damage or loss of other property or equipment, loss of profits or revenue, costs of capital, or claims by Buyer's customers. The remedies of the Buyer set forth herein are exclusive, and the liability of the Seller with respect to the goods, or anything done in connection therewith, or from the manufacture, sale, delivery, resale, installation or use of any of the goods sold hereunder, whether arising out of contract, negligence, strict liability, tort, or under any warranty, or otherwise, shall not, exceed the price of the goods upon which such liability is based.

SELLER SHALL NOT BE LIABLE FOR CORROSION OR SUITABILITY OF USE OF ANY MATERIAL IN ANY PARTICULAR APPLICATION, CORROSION RESISTANCE AND SUITABILITY FOR USE OF ANY MATERIAL IS DEPENDENT UPON OPERATING ENVIRONMENT AND CONDITIONS, CLEANING AGENTS AND PRACTICES, AND MANY OTHER FACTORS BEYOND THE CONTROL OF SELLER. BUYER BEARS ALL RESPONSIBILITY AND RISK FOR CORROSION OR SUITABILITY FOR USE OF ALL MATERIALS IN THEIR PARTICULAR APPLICATION.

15. **ARBITRATION.** Except as provided in paragraph 5 hereof, any dispute, controversy or claim arising out of or relating to this Agreement or any purchase order issued by Buyer and accepted by Seller hereunder (including, but not limited to, any dispute relating to the existence, interpretation, breach or termination hereof or thereof) that cannot be resolved by the parties involved, within ninety (90) days of notification by either party of the dispute, shall be resolved by binding arbitration administered by, and in accordance with the Arbitration Rules of the American Arbitration Association. The award of the arbitrator(s) may be entered by any court having jurisdiction thereof. The costs of the arbitration shall be shared equally by the parties, and each party shall bear its own attorney fees and expenses. Any arbitration proceeding shall be conducted exclusively in Naples, Florida.

16. **MISCELLANEOUS.** This Agreement is intended by the parties as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of trade shall be relevant to supplement or explain any term used herein, and no modification shall be binding on Seller unless made in a writing signed by Seller. No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by separate consideration and is in a writing signed by Seller. Buyer shall not assign its rights or delegate its duties under this Agreement. Facsimile and E-mail signatures of the parties shall constitute original signatures for all purposes. The invalidity of any portion of this Agreement shall not affect the validity of any remaining portions thereof.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.