

CRITICORE INC.

TERMS AND CONDITIONS OF SALE
BUSINESS ACCOUNTS

1. **Scope of Agreement.** These Terms and Conditions shall govern the sale of goods from CritiCore Inc. or its divisions and subsidiary entities ("CRITICORE ") to business accounts (the "Customer"). Any terms or conditions of Customer's purchase order or manifest which are at variance or do not comply with the terms and conditions set forth below shall not apply to this sale. This document supersedes all prior agreements oral or written between the parties relating to the sale of goods identified on the reverse side (the "Product" or "Products") and constitutes the final and entire agreement between CRITICORE and Customer. No modification shall be binding unless in writing, referencing these Terms and Conditions and signed by both parties.
2. **Delivery.** CRITICORE shall deliver the Products to Customer on the shipment terms stated on CRITICORE 's written order acknowledgement or order confirmation. Unless otherwise specified, all shipments shall be F.O.B. origin. Delivery dates are approximations. If there is a delay in shipment for more than 30 days due to events within CRITICORE 's control, Customer may cancel delivery of this particular shipment by providing written notice to CRITICORE of its desire to do so. **IN NO EVENT SHALL CRITICORE BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OCCASIONED BY ANY DELAY IN DELIVERY.**
3. **Risk of Loss.** Delivery of the Products to a common carrier or licensed trucker shall constitute delivery to Customer. Customer will bear the risk of any loss or damage in transit and Customer shall be responsible for transportation costs, insurance costs, customs fees, taxes charged and any other governmental levy imposed by law on account of the sale of the Products.
4. **Inspection and Acceptance.** Customer shall inspect the Products when they are delivered to the Customer. All claims for nonconforming Products shall be deemed waived unless made in writing and received by CRITICORE within 30 days after delivery (the "Inspection Period"). Customer shall afford CRITICORE prompt and reasonable opportunity to inspect all such nonconforming Products. No claim shall be effective if made after the Products have been cut or otherwise processed in any manner.
5. **Minimum Order.** There is a \$100 minimum order for all products.
6. **Payment.** Orders under \$500 will require payment with a credit card. Payment information will be obtained when order is received, and charges will be made upon date of shipment. For orders over \$500, invoices will be sent via US Mail, or fax, or e-mail if requested. All payments are due and payable within 30 days of receipt or invoicing, whichever comes first. All payments owing beyond 30 days are subject to interest charges of the lesser of 1% per month or the maximum rate permitted by applicable law on the outstanding amount. CRITICORE may agree to a longer period if provided on the face hereof.
7. **Product Approvals.** Customer agrees that it bears sole responsibility to ensure that its use of the Product conforms with any and all applicable federal, state, provincial, or local laws and that it is Customer's sole responsibility to obtain any governmental approvals necessary to use the Product. Final determination of the suitability of the Product purchased and sold hereunder for the use contemplated by Customer is the sole responsibility of Customer and CRITICORE shall not be responsible for the suitability of such Products for any particular end use.
8. **Cancellations.** Cancellation by Customer for any reason other than as stated in section 2 above requires CRITICORE 's written approval and consent. Custom-made and made-to-order Products may not be cancelled by the Customer. CRITICORE may cancel or refuse to ship an order if Customer's credit worthiness at any time becomes unsatisfactory in CRITICORE 's sole discretion. No Products can be returned for credit unless the return has been previously authorized in writing by CRITICORE and a restocking fee of 25% of the selling price of the Product is paid to CRITICORE by Customer.
9. **Limited Warranty.**
 - a. CRITICORE warrants that its Products will conform to specifications in effect at the time of shipment.
 - b. **OTHER THAN AS STATED IN PARAGRAPH 9(a) ABOVE, CRITICORE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
 - c. Customer agrees that it will not alter, amend, or add to CRITICORE 's limited warranty herein. If Customer offers further additional warranties or makes any representations on its own, such warranties and/or representations will clearly state that they are Customer's additional warranties and not those of CRITICORE.
10. **Limitation of Remedy.** CRITICORE is not aware of all the uses and applications for which its Products are purchased. In the event of any claimed or actual breach of warranty, **CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IS THE RETURN AND REPLACEMENT OF ANY NONCONFORMING PRODUCT. IN NO EVENT SHALL CRITICORE BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, STATUTORY, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROPERTY, PERSONAL INJURY, AND LOSS OF BUSINESS OR PROFITS OR OTHER ECONOMIC LOSSES, REGARDLESS OF THE NATURE OF THE CLAIM OR THEORY OF RECOVERY.**
11. **Indemnity.** Customer agrees to indemnify CRITICORE for all costs and expenses, including reasonable attorney's fees, incurred in collecting any unpaid amounts or to enforce this Agreement. Customer agrees to indemnify and hold CRITICORE harmless from all losses, expenses, claims, or causes of action arising from Customer's use or resale of the Product, including any third-party claims for personal injury or property damage, regardless of the nature of the claim or whether CRITICORE or the Product is alleged to be at fault.
12. **Force Majeure.** The expression Force Majeure includes any Act of God, war, the public enemy, mobilization, riot, strike, lockout or labor difficulties, drought, fire, flood, explosion, accident, shortage of cars, delays of carriers, embargoes, the acts or orders of governments or political subdivisions thereof, inability to obtain suitable and sufficient labor or necessary supplies of raw materials, or any other contingency or cause beyond the reasonable control of CRITICORE which prevents the manufacture, shipment, transport of articles sold hereunder, or beyond the reasonable control of Customer, which prevents the use of the articles sold hereunder. The affected party may, at its option, on written notice to the other party, cancel this Agreement pending Force Majeure without liability to the other party for any damages, direct or consequential, arising out of any failure to deliver or failure to accept resulting from Force Majeure provided, however, Customer shall be liable for payment for all articles in process and/or manufactured until date of receipt by CRITICORE of said written notice.
13. **Governing Law.** This Agreement, the sale of the Product, and all questions concerning the validity, interpretation, or performance of any of its terms or provisions or of any right or obligations of the parties hereto shall be resolved according to the domestic laws of the State of North Carolina without regard to its conflict of law rules.

THIS SALE IS SUBJECT TO THE TERMS AND CONDITIONS OF SALE ON THE ATTACHED DOCUMENT TITLED "CRITICORE INC. TERMS AND CONDITIONS OF SALE."