

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

Aso Safety Solutions, Inc., 300 Roundhill Drive, Unit 6, NJ 07866
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These General Terms and Conditions of Sale and Delivery (herein, "Terms and Conditions") are applicable to all customers (collectively, the "Customers" and each, individually, a "Customer") of Aso Safety Solutions, Inc., a New Jersey corporation (the "Company").

1. **Terms and Conditions of Sale:**

- 1.1 The Company shall sell and deliver to the Customer and the Customer shall purchase and accept from the Company the products (herein, the "Products") described on or in any confirmed order, agreement or quotation, or any combination thereof (the "Order"), pursuant to the terms and conditions of the Order and those specified below, which taken together shall constitute the entire agreement between the Company and the Customer regarding the Products (herein, this "Agreement").
- 1.2 Unless otherwise agreed in writing or otherwise stated on the quotations, all quotations for Products are valid for a period of thirty (30) days from the date of issue. Subsequent modifications in quantity or quality, if such are requested by the Customer, generally will cause a modification of the quoted price. The Customer shall bear all costs associated with the modification of the Order.
- 1.3 No Order is binding upon the Company until the earlier of acceptance of the Order in writing with an order confirmation or the delivery of the Products to the Customer. Notwithstanding any prior acceptance of an Order by the Company, the Company shall have no obligation if the Customer is in breach of any of its obligations hereunder, or any other agreement between the Customer and the Company, at the time the Company's performance was due.
- 1.4 All verbal agreements concerning the terms of any Order, including agreements made by telephone, shall have no force and effect unless and until acknowledged by the Company in writing.
- 1.5 Orders placed with and accepted by the Company may not be canceled except upon the Company's written consent prior to shipment and the Customer's acceptance of the Company's cancellation charges which shall protect the Company against all costs and losses. The Company reserves the right to cancel any Order hereunder in the Company's sole discretion without liability to the Company (except for refund of monies already paid).

2. **Prices:**

- 2.1 All price quotations are EXW (per Incoterms 2010) from the Company's shipping facility at 300 Roundhill Drive, Unit 6, NJ 07866 and do not include costs for packaging, postage or other freight charges, insurance or taxes, if any.
- 2.2 Prices in catalogues and brochures are not binding unless confirmed in writing by the Company in order confirmation.
- 2.3 The price of the Products shall be the Company's current prices in effect from time to time or by special price quotes made to customer in writing.
- 2.4 The Company may, without notice to the Customer, increase the price of Products by the amount of any new or increased tax or duty (excluding franchise, net income and excess profits taxes) which the Company may be required to pay on the manufacture, sale, transportation, delivery, export, import or use of the Products or the materials required for their manufacture or which affects the costs of such materials.

3. **Terms of Payment:**

- 3.1 Unless otherwise agreed to in writing by the Company, invoices issued by the Company are due and payable by the Customer within thirty (30) days from the invoice date. The Customer shall make payments by check or wire transfer to the account indicated on the invoice without a cash discount or offset and the Company shall not be required to incur any expense to receive timely payment in full as required by this Agreement. Payments by check shall be subject to collection and shall be received by the Company within said thirty (30) day period. In the event of returned checks, the Company shall be entitled to charge a \$25 processing fee.
- 3.2 Unless otherwise agreed to in writing by the Company, invoices for the production material (the "Tools" as defined below in Section 4.6) will be invoiced separately by the Company.
- 3.3 The Company may without notice change or withdraw extensions of credit at any time. If the Company ceases to extend credit terms before shipment, the Customer's sole remedy shall be cancellation of its order. If the Customer does not receive notice before shipment, its sole remedy shall be rejection of the Products immediately upon delivery.
- 3.4 If the Customer fails to make payment on or before the date required, the Customer shall pay interest to the Company at the rate of one point five (1.5%) percent per month or such lesser amount permitted by law. The specification or charging of interest shall not be deemed an agreement to extend credit.

3.5 If the Customer fails to observe these Terms and Conditions or the terms of any other agreements between the Company and the Customer, or if the Customer becomes insolvent, all balances then due and owing to the Company shall become due immediately, notwithstanding any agreed upon payment periods. Any Orders that have been confirmed by the Company but not yet filled shall in such cases become cancelable at the sole discretion of the Company.

3.6 The Customer does not enjoy a right of set-off under any circumstances.

4. Delivery Terms:

4.1 Unless otherwise provided on the face hereof, all Products furnished hereunder will be shipped EXW (per Incoterms 2010) and title in, risk of loss, and the right of possession to such Products shall pass to the Customer upon the Company's delivery to a carrier at the Company's shipping facility, and the Company is not responsible for damage or loss in transit, regardless of whether or not the Customer may have the right to reject or revoke acceptance of said Products. The Company can arrange for in-transit insurance at the Customer's expense, but will not do so without the Customer's written instructions. Unless otherwise stated in Agreement documents, all Products will be shipped freight prepaid and billed. Charges for shipping may not reflect net transportation cost paid by the Company. The Company shall be responsible for all import requirements of any country into which it seeks to import the Products. The Company shall be entitled to make partial deliveries or deliveries prior to the agreed-upon delivery date, provided that the Company notifies the Customer of the same.

4.2 The Customer shall pay all freight, transportation, shipping, insurance and handling charges, duties, and taxes, including any applicable VAT, sales, personal property, *ad valorem*, and other taxes, duties, levies or charges imposed by any governmental authority, irrespective of whether applicable law makes such items the responsibility of the Customer or the Company, but excluding any taxes payable by the Company with respect to its net income.

4.3 The Products shall be packaged as stated in the Company's order confirmation. The Customer shall be exclusively responsible for, and shall provide the Company with, any information necessary to comply with special labeling requirements applicable at the Customer's place of business. The Company is not bound to organize export clearance.

4.4 The Company shall be entitled to deliver excess or short deliveries within a ten (10) percent tolerance of the total order quantity if the difference results from technical or production causes. The invoice amount shall then be adjusted accordingly.

4.5 Subject to the Company's available facilities at the shipping point, the Company shall determine the type of transportation and shall notify the Customer thereof at the time the Customer places each Order. The Company or its agent may select any commercial air, ship, motor or rail carrier or any combination thereof for the transportation of the Products. The Company will make deliveries of the Products in the quantities ordered as near as reasonably possible to the Customer's requested delivery dates.

4.6 The Company shall use its reasonable efforts to deliver the Products to the Customer by the agreed upon date. However, time shall not be of the essence. Except in cases of the Company's willful misconduct or gross negligence, the Company shall not be liable to Customer for delays in delivery or damage to Products while in transit, irrespective of whether the Company or the Customer determined the mode of transportation.

4.7 In cases of deliveries of Products manufactured to the Customer's specification ("Special Orders") and unless otherwise agreed to in writing, all tools, drawings, samples, models, plans, blueprints or other devices and/or documents used and/or developed by the Company (the "Tools") in order to fulfill any Order or Special Order are the property of the Company, even if the cost of development and/or manufacturing of such tools, models, plans, blueprints or other devices and/or documents was wholly or partially borne by the Customer.

5. Termination:

5.1 In addition to any other remedies that the Company may have, the Company may terminate this Agreement with immediate effect upon written notice to the Customer, if the Customer: (i) fails to pay any amount when due under this Agreement and that failure continues thirty (30) days after the Customer's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any terms under this Agreement, in whole or in part; (iii) becomes insolvent, (iv) calls a meeting of its creditors, or (v) makes any assignment for the benefit of creditors, or if (vi) a bankruptcy, insolvency, reorganization, receivership or reorganization proceeding shall be commenced by or against the Customer.

5.2 In each such occasion, the Company may, at its sole discretion, opt to (1) cancel this and any other Agreement with the Customer (without waiving any of the Company's rights to pursue any remedy against the Customer); (2) claim return of any Products in the possession of the Customer, the title of which has not passed to the Customer, and enter the Customer's premises (or the premises of any associated company or agent where such Products are located), without liability for trespass or any alleged damage, to retake possession of such Products; (3) defer any shipment hereunder; (4) declare forthwith due and payable all outstanding invoices of the Customer under this or any Agreement; and/or (5) sell all or part of the undelivered Products, without notice at public and/or on private sale, while the Customer shall be responsible for all costs and expenses of such sale and be liable to the Company for any shortfall in the discharge of the amounts due to the Company.

5.3 The Customer's obligations under Sections 6, 7, 9, 10, 11, 13, 14, 16 will survive any termination of this Order.

- 6. Security Interest:**
- 6.1 As security for the timely payment and performance of all Customer's indebtedness to the Company, the Customer hereby grants to the Company a first -priority security interest in the Products following delivery thereof to the Customer ("Collateral"). Such Interest shall remain in force until payment in full of the entire purchase price for the Products and any other amounts due to the Company by the Customer.
- 6.2 If so requested by the Company, the Customer shall deliver to the Company, in form and substance satisfactory to the Company, and duly executed as required by the Company, financing statements and other security interest perfection documentation in form and substance satisfactory to the Company, duly filed under the UCC in all jurisdictions as may be necessary, or in the Company's opinion, desirable, to perfect the Company's security interest and lien in the Collateral, in order to establish, perfect, preserve and protect the Company's security interest as a legal, valid and enforceable security interest and lien, and all property or documents of title, in cases in which possession is required for the perfection of the Company's security interest.
- 7. Indemnity:**
- 7.1 The Customer agrees to defend, indemnify and hold the Company (and its agents, representatives, employees, officers, related companies, successors and assigns, and customers) harmless from all claims, demands, actions, damages, and liabilities (including attorney's fees and consequential and incidental damages) arising out of any injury (including death) to any person or damage to any property in any way connected with any act or omission of the Customer, its agents, employees, or subcontractors.
- 8. Force Majeure:**
- 8.1 The Company shall not be liable to the Customer or any other person for any failure or delay in the performance of any obligation under this Agreement due to events beyond its reasonable control, including, but not limited to, fire, storm, flood, earthquake, explosion, accident, acts of the public enemy, wars, riots and public disorder, sabotage, strikes, lockouts, labor disputes, labor shortages, work slowdown, stoppages or delays, shortages or failures or delays of energy, materials, supplies or equipment, transportation embargoes or delays, acts of God, breakdown in machinery or equipment, and, except as otherwise set forth in this Agreement, acts or regulations or priorities of the federal, state or local governments.
- 8.2 When the event operating to excuse performance by the Company shall cease, this Agreement shall continue in full force until all deliveries have been completed.
- 9. Intellectual Property:**
- 9.1 The Customer acknowledges the Company and its affiliates are the owners of the brands, trademarks, designs, patents, copyrights and other intellectual property relating to the Company's Products, and that no right or license is conveyed by the Company to the Customer to manufacture, have manufactured, modify, import or copy such products. The Customer agrees that it will reference brands of the Company or its affiliates only in connection with the use or sale of Products delivered to the Customer hereunder, and not in connection with the sale of any other product, except as separately authorized by the Company in writing.
- 10. Patent Indemnity:**
- 10.1 If a Product delivered by the Company to the Customer becomes or, in the Company's opinion, may become the subject of any claim, suit or proceeding for infringement of any patent, the Company may at its option and expense (i) obtain for the Customer the right to use, lease or sell the Product, (ii) replace the Product, (iii) modify the Product, or (iv) remove the Product and refund the purchase price paid by the Customer less a reasonable amount for use, damage or obsolescence. The Company will not be liable for any infringement arising from any modification of a Product, from any combination of a Product with any other product(s), or from the use of a Product in practicing a process or unintended applications. The Company's total liability to the Customer will not, under any circumstances exceed the purchase price paid for the allegedly infringing Product. The Customer agrees, at its expense, to protect and defend the Company against any claim of patent infringement arising from compliance with the Customer's designs, specifications or instructions and to hold the Company harmless from damages, costs and expenses attributable to any such claim.
- 11. Confidentiality:**
- 11.1 The Customer agrees that all drawings, prints and other technical material which the Company may provide to the Customer, whether prepared by the Company or by third parties under Agreement to the Company, contain data which embody trade secrets and confidential know-how of commercial value to the Company or third parties under Agreement to the Company. The Customer agrees (a) to keep such information confidential; (b) that it will not disclose such information to any other person, corporate division or entity; (c) will not use such information except in connection with the Products supplied hereunder; and (d) will not sell, lease, loan or permit any other person, corporate division or entity to use such information for any purpose, without the Company's prior written consent. Nothing herein shall restrict the use of information generally available to the public.

12. Export Control:

12.1 This Agreement is made subject to any restrictions concerning the export of products or technical information from the United States or other countries that may be imposed on the parties from time to time. Each party agrees that it will not export, directly or indirectly, any technical information acquired from the other party under this Agreement or any Products using such technical information to a location or in a manner that at the time of export requires an export license or other governmental approval, without first obtaining the written consent to do so from the appropriate agency or other governmental entity in accordance with applicable law.

13. Dispute Resolution:

13.1 Any controversy or claim arising out of or relating to this Agreement, or the negotiation or breach thereof, shall be exclusively settled by arbitration in accordance with the International Arbitration Rules of the American Arbitration Association ("AAA"). The award shall be final and binding. Judgment upon the award rendered by the arbitrator or the arbitrators may be entered in any court having jurisdiction thereof. The arbitration shall be held in New York, New York, shall be conducted in the English language, and shall be conducted (i) if the amount in dispute is less than \$250,000, before a single arbitrator mutually agreeable to the Company and the Customer, or if no agreement can be reached, then selected by the AAA, or (ii) if the amount in dispute is \$250,000 or more, before three (3) arbitrators. The arbitrator(s) shall make detailed findings of fact and law in writing in support of his, her or their decision, and shall award reimbursement of attorney's fees and other costs of arbitration to the prevailing party, in such manner as the arbitrator shall deem appropriate. In addition, the losing party shall reimburse the prevailing party for reasonable attorneys' fees and disbursements, the costs of the arbitration (including but not limited to the fees and expenses of the arbitrator and expert witnesses) and the costs incurred by the prevailing party in successfully seeking any preliminary equitable relief or judicially enforcing any arbitration award.

14. Governing Law:

14.1 This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without giving effect to principles of conflict of laws thereof or the UN Convention on Agreements for the International Sale of Products of 1980.

15. Severability:

15.1 If any provision contained in this Agreement is held to be invalid, illegal or unenforceable, such invalid, illegal or unenforceable provision shall be severed from the remainder of this Agreement, and the remainder of this Agreement shall be enforced. In addition, the invalid, illegal or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in this Agreement, such modification being made to the minimum extent necessary to render the provision valid, legal and enforceable. Notwithstanding the foregoing, however, if the severed or modified provision concerns all or a portion of the essential consideration to be delivered under this Agreement by one party to the other, the remaining provisions of this Agreement shall also be modified to the extent necessary to equitably adjust the parties' respective rights and obligations hereunder.

16. Miscellaneous:

16.1 In the event of a violation or threatened violation of the Company's proprietary rights, the Company shall have the right, in addition to such other remedies as may be available pursuant to law or this Agreement, to temporary or permanent injunctive relief enjoining such act or threatened act. The parties acknowledge and agree that legal remedies for such violations or threatened violations are inadequate and that the Company would suffer irreparable harm.

16.2 Each party will comply with all applicable laws, regulations, and ordinances, and the Customer will comply with the export and import laws and regulations in effect as of the date of shipment of the Products of any country involved in the transactions contemplated by the Agreement.

16.3 The parties hereto are independent contractors and nothing in this Agreement will be construed as creating a joint venture, employment or agency relationship between the parties. The Customer shall not be entitled to assign the rights and obligations of the Customer set forth in this Agreement without the prior written consent of the Company.

16.4 The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of this Agreement.

16.5 This Agreement, including any Schedules attached hereto, contains the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior agreements between them, whether oral or written, of any nature whatsoever with respect to the subject matter hereof. This Agreement is binding upon the parties hereto, their successors and permitted assigns. It can only be amended in writing which (i) specifically refers to the provision of this Agreement to be amended and (ii) is signed by both parties.