



Light. Insight. *Life.*

VOLPI MANUFACTURING U.S.A., CO., INC. TERMS AND CONDITIONS OF SALE

1. GENERAL

The following terms and conditions apply to all sales of goods and services (collectively, "Products") by Volpi Manufacturing U.S.A., Co., Inc. ("VOLPI," "we," "us" or "our"), to you (the "Customer"), and constitutes the final, complete and exclusive agreement ("Agreement") between you and VOLPI relating to the subject matter hereof and supersedes all prior or contemporaneous proposals, understandings, representations, warranties, promises and other communications, whether oral or written, relating to such subject matter (including, without limitation, any "Terms and Conditions of Purchase" published by Customer), unless otherwise specifically agreed to in writing signed by VOLPI's authorized representative. Any term or condition in any order, confirmation, or other document furnished by Customer at any time that is in any way inconsistent with or in addition to the terms and conditions set forth herein is hereby expressly rejected, and VOLPI's acceptance of any order of Customer is expressly made in reliance of Customer's assent to all terms and conditions hereof. Customer's acceptance of delivery of any Products constitutes Customer's acceptance of these terms and conditions.

2. PRICE

The prices applicable to the Products shall be quoted by VOLPI to the Customer and are subject to change. Unless otherwise specified, prices quoted for Products are in US Dollars. Stenographic and clerical errors are subject to correction. A quotation is not a contractual offer, and any order resulting from a quotation is subject to approval and acceptance by VOLPI. Prices listed or quoted do not include any present or future sales, use, excise or similar taxes, duties or other governmental charges, which will be added where applicable and paid for by Customer unless Customer provides VOLPI with a tax exemption certificate acceptable to the appropriate taxing authorities and presented at or before the time of purchase. No sales tax refunds will be given at any time for any reason. Customer shall reimburse any taxes paid by VOLPI on Customer's behalf upon demand.

3. PURCHASE ORDER PROCESS

Customers shall place orders for the Products to be purchased hereunder by submitting one or more purchase orders to VOLPI. Each such purchase order is intended for convenience only and shall state the descriptions and quantities of Products being ordered and the requested shipment dates for such Products. In no event shall any terms and conditions set forth on a purchase order submitted by Customer other than the terms and conditions set forth herein, including, without limitation, any preprinted terms and conditions of Customer, be binding on VOLPI. In addition, no purchase order shall be binding on VOLPI until VOLPI has accepted such purchase order by written acknowledgment or by shipment of the Products applicable to such purchase order. Orders for the purchase of Products when made by the Customer shall be considered irrevocable for such Customer.

4. PAYMENT TERMS

Unless otherwise agreed to by VOLPI in writing, payment terms shall be net thirty (30) days from the invoice date. If shipments are delayed by Customer, invoices may be rendered on the date(s) VOLPI is prepared to make shipment(s). Any Product held as a result of Customer's inability or refusal to accept delivery is at the risk and expense of Customer. Interest at the rate of one and one-half percent (1 1/2%) per month (not to exceed the maximum interest allowable by law) shall be paid on the unpaid balance of any invoice not paid by Customer within thirty (30) days of the due date thereof. Such interest shall be in addition to the purchase price hereunder. In the event VOLPI engages a collection agency or commences a legal action or suit to collect the purchase price or any part thereof, Customer shall, in addition to the full purchase price, including interest, be liable for all costs and expenses of such legal action or suit (including reasonable attorney's fees).

In addition, VOLPI reserves the right to require COD payment terms from any customer whose account is overdue for a period of more than 45 days or who has an unsatisfactory credit or payment record. VOLPI may also refuse to sell to any person until overdue accounts are paid in full.

5. SHIPPING POINT AND TRANSPORTATION

Shipment/delivery dates are approximate and are determined from the date of VOLPI's acceptance of an order. All Products will be shipped at F.O.B. VOLPI's point of shipment. Title and risk of loss shall pass to Customer upon delivery of Product(s) by VOLPI to the carrier for shipment to the Customer, notwithstanding any prepayment of shipping charges by VOLPI, if required by the carrier. The customer shall pay all shipment costs, and if prepaid by VOLPI, the amount thereof shall be reimbursed to VOLPI.

6. DELIVERY VOLPI

will make every effort to deliver the Products hereunder in accordance with the requested delivery date, provided that VOLPI shall not be liable for any delay in delivery due to causes beyond our reasonable control, such as acts of God, acts of the government, strikes, war, delays of carriers, or inability to obtain necessary material or manufacturing facilities. VOLPI shall not be liable for damages or penalties whatsoever, whether direct or indirect, special, incidental or consequential, resulting from our failure or the failure of our suppliers to perform or delay in performing unless otherwise agreed in writing by an authorized officer. The customer agrees that any delay in delivery shall not affect the validity of any orders or these terms and conditions. VOLPI reserves the right to deliver the Products in installments unless expressly prohibited in the applicable purchase order. Installment deliveries will be invoiced by VOLPI at the time of shipment unless otherwise agreed in writing by VOLPI. Delay in any installment delivery shall not relieve Customer of its obligation to accept all remaining installment deliveries pursuant to a purchase order.

7. CHANGES TO ORDERS

Unless otherwise agreed to by VOLPI in writing, changes in materials, supplies, labor and/or changes made at the request of Customer shall be at the customer's expense. Changes or alterations made by Customer or made by VOLPI



Light. Insight. Life.

(over its recommendation against the same) shall be at Customer's sole risk and responsibility. VOLPI reserves the right to make changes to the design and composition of its Products, which, in its judgment, do not materially change the nature or quality of the Products.

8. CANCELLATION OF ORDERS

Due to the specialized nature of the Products, orders may be canceled only with our written consent and upon payment of reasonable cancellation charges, including VOLPI's actual out-of-pocket costs, overhead and anticipated profit (as determined by VOLPI). Partial cancellation of an order may result in the adjustment of prices for the balance of the order.

9. REJECTION

Customer's right to reject any Products supplied hereunder is conditioned upon Customer giving VOLPI a written notice of rejection setting forth the basis thereof within ten (10) days after delivery of the Products to Customer. Failure to give such notice within such time constitutes acceptance of such Products. Products may be returned only when authorized by VOLPI in writing and then only on such terms as VOLPI may specify. All returned Products shall be returned with shipping prepaid.

10. LIMITED WARRANTIES; DISCLAIMERS

a) VOLPI represents and warrants that the Products delivered by VOLPI to Customer shall: (i) conform to agreed-upon specifications for the Product(s), to the extent any specifications were made part of an order; and (ii) be free from faulty workmanship and defective materials. The foregoing warranties shall be limited to a one (1) year period commencing on the date of shipment of the applicable Product(s) (the "Warranty Period") provided (i) the Products have been properly cared for (i.e., the Products have not been subject to misuse, neglect, misapplication, etc.) and used in accordance with VOLPI's instructions, if any, (ii) the Products have not been tampered with or modified without VOLPI's prior written approval, and (iii) Customer promptly notifies VOLPI in writing of any warranty claim during the Warranty Period. In the event any Product fails to meet either or both foregoing warranties, VOLPI's sole obligation, in VOLPI's sole discretion, shall be to either replace or repair the non-conforming Product. The foregoing warranties provided by VOLPI in this Section 10 are the only warranties provided by VOLPI with respect to the Product(s) sold hereunder and may be modified or amended only by a written instrument signed by VOLPI. The customer's remedies and VOLPI's aggregate liability with respect to the warranties provided by VOLPI in Section 10 are set forth in and limited by Section 10 and Section 11 below.

(b) VOLPI's warranties above do not apply to Products not manufactured by VOLPI and do not apply to components furnished by third parties. In addition, such warranties shall be for the sole benefit of the original customer only and are not assignable unless otherwise agreed to in writing by VOLPI. VOLPI shall not be liable for any claim if alterations have been made to the Products by the Customer or others without VOLPI's written consent. Any components furnished by third parties are warranted only to the extent of the original manufacturer's warranty to VOLPI and then

only if such original manufacturer's warranty is assignable to Customer.

(c) THE EXPRESS WARRANTIES OF VOLPI STATED IN SECTION 10(a) ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. VOLPI'S WARRANTY OBLIGATIONS AND CUSTOMER'S REMEDIES ARE SOLELY AND EXCLUSIVELY AS STATED IN SECTION 10. Any sample or literature exhibited to the Customer was to illustrate the type of good and/or service, not an affirmation that the Product will conform. No employee or representative of VOLPI has the authority to bind VOLPI to any representation, affirmation or warranty not specifically included herein.

11. LIMITATION OF LIABILITY

Notwithstanding anything to the contrary contained in this Agreement, VOLPI's aggregate liability in connection with the sale or use of Product(s) hereunder, regardless of the form of action giving rise to such liability (whether in contract, tort or otherwise), shall not exceed the aggregate purchase price for Products paid by Customer to VOLPI under an applicable order. VOLPI shall not be liable for any extraordinary, exemplary, special, indirect, consequential or incidental damages of any kind, including lost profits, even if VOLPI has been advised of the possibility of such damages. Except as provided in Section 10(a) above, and subject to the limitations set forth in Sections 10 and 11 hereof, VOLPI shall not be liable for any claims of third parties relating to any use of the Products, and Customer will defend VOLPI and hold VOLPI harmless against all losses, liabilities, damages, claims and expenses, including, reasonable attorneys' fees arising out of or in connection with the use or sale of Products by Customer or Customer's employees, agents, customers, or contractors. THE FOREGOING STATES THE ENTIRE LIABILITY OF VOLPI WITH REGARD TO THIS AGREEMENT AND VOLPI'S SALE OF PRODUCT(S) HEREUNDER. THE LIMITATIONS CONTAINED IN SECTIONS 10 AND 11 ARE A FUNDAMENTAL PART OF THE BASIS OF VOLPI'S BARGAIN HEREUNDER, AND VOLPI WOULD NOT ENTER INTO THIS AGREEMENT ABSENT SUCH LIMITATIONS.

12. SPECIAL PRODUCTS; WARRANTY AND INDEMNIFICATION BY CUSTOMER

"Special Products" are those Products manufactured or furnished by VOLPI in accordance with drawings, samples or manufacturing specifications designated by Customer or its customers. The customer must accept all Special Products within thirty (30) days of manufacture; after thirty (30) days, VOLPI may invoke a storage charge of 1% per month (12%) per annum on the purchase price. Customer hereby represents and warrants to VOLPI that any Special Product(s), when built to Customer's specification, do not and will not infringe any rights of any third party of any kind or nature. Customer shall indemnify, defend, and hold harmless VOLPI from any claims asserted or brought against VOLPI resulting from a breach of Customer's warranty hereunder. VOLPI may retain as its own property, any special tools or fixtures used in manufacturing Special Products.



Light. Insight. *Life.*

13. RETAINED SECURITY INTEREST

Until the entire purchase price of the Products have been paid, Customer hereby grants VOLPI a first priority purchase money security interest in the Products supplied pursuant to the terms hereof. The rights and remedies of VOLPI, as a secured party with respect to the Products, shall be governed by the Uniform Commercial Code or equivalent statute(s) of the State in which the Products are located. Customer authorizes VOLPI to execute and record on behalf of Customer such financing statements and other instruments as VOLPI may deem necessary to perfect or protect its security interest in the Products.

14. NOTICES

Notices may be delivered by overnight courier or fax, with proof of delivery, or by United States mail, registered or certified mail, with postage prepaid, in each case addressed to the party being notified at such party's address referred to on the face of this Agreement, or at such other address as such party shall have notified the other party in writing.

15. NOT TRANSFERABLE

This Agreement is not transferable or assignable by Customer either directly or by operation of law without the prior written consent of VOLPI.

16. HEADINGS

Paragraph headings are for convenience only and shall not be construed to define or limit the operative provisions of this Agreement.

17. AMENDMENTS

No amendment, change to or modification of this Agreement, or any schedules or attachments hereto, shall be valid unless the same shall be in writing and signed by the party or parties to be charged therewith.

18. APPLICABLE LAW

The laws of the State of New York shall govern the rights and duties of the parties. The federal and state courts located within Cayuga County, New York, shall have exclusive jurisdiction to determine any and all actions and proceedings relating to or arising from this Agreement and the sale of Product(s) hereunder, and each party hereby irrevocably consents to the personal and subject matter jurisdiction of such courts with respect thereto.

19. SEVERABILITY

In the event any provision or provisions herein, or parts thereof, shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired and shall remain in full force and effect.

VOLPI Manufacturing Company Inc.; 5 Commerce Way,
Auburn NY-13021, USA.