

TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale ("Terms") apply to the sale and delivery by Enofirgo America Corp. (herein referred to "Company") to the purchaser of the Product(s) ("Customer"), as set forth in the purchase order to which these Terms are attached. These Terms are incorporated into the purchase order and, in consideration therewith, constitute the entire Agreement between the parties with respect to the sale and delivery of the Product(s). The Agreement between the parties is expressly limited to these Terms and the purchase order, and any and all terms or provisions submitted by Customer, which add to, conflict with, or otherwise modify these Terms or the purchase order are expressly rejected. Each purchase order shall only be deemed binding upon and firm on written acceptance by the Company, and shall not be subject to change or cancellation without Company's written consent. The text of any order confirmation prevails in the event of any conflict with other documents and in each part over the terms indicated by the customer on his order.

Additional Terms: Any reference to the delivery terms not specified in these Terms shall be in accordance with the terms contained in Incoterms, published by the International Chamber of Commerce.

Force Majeure: Company is entitled to suspend and/or cancel, either fully or partially, the processing of any order already accepted, when its processing is rendered impossible or made too burdensome by unforeseeable problems and any reason beyond Company's or its manufacturer's or supplier's control, such as, for example, strikes, fires, wars, insurgencies and revolutions, interruptions to the energy supply, earthquakes, floods and delays made by his supplier in delivering the raw materials finished or unfinished components.

Product Information: Any information or data on the Products' characteristics and/or technical specifications, contained in brochures, price lists, catalogues or similar documents shall only be held to be binding in the measure in which said information has been explicitly quoted in the purchase order. The Company and/or Manufacturer is entitled to modify the Product(s), without changing the essential characteristics inherent to the Product(s) including after acceptance of a purchase order. When a Customer sends an order, he accepts that the delivery times are not an essential element and renounces any request for compensation due to delays in delivery or cancellation of the order.

Delivery: Unless agreed otherwise, the sale is understood to be made, FOB Company's Miami, Florida, facility even when it has been agreed that the consignment or part of the same is dealt with by the Company and/or Manufacturer.

Risk of Loss: Unless the Company explicitly accepts different conditions in writing (i) the risk of loss or damage to the Product(s) shall be transferred to the Customer when the Company and/or manufacturer of the product(s) delivers the Products to the carrier, and (ii) the Company shall not be bound to provide insurance cover for the Product(s) sent.

Packaging: Any complaints relative to the Product(s) state of packaging, quantity, number or exterior characteristics, must be brought immediately to the attention of the carrier in the pertinent transportation documentation and then sent promptly to the Company in order to avoid forfeiting Customer's rights, within seven (7) days from receipt of the Product(s). Any complaints relative to defects that cannot be detected after careful checking, when the Product(s) are received (latent defects), must in any case be brought to the attention of the Company by means of registered mail, at the risk of Customer's forfeiting its rights, within seven (7) days from discovery of the defect and, in any case, not later than three (3) months after delivery.

Warranty:

Company warrants to the original Customer or purchaser of the Product(s) that Company manufactured equipment shall be free from defects in material or factory workmanship, under ordinary use for which it is designed, for one (1) year on parts and labor from date of invoice. Normal wear and tear parts such as lights, door gaskets, and power cords are not covered under this warranty. Warranty does not apply to any parts or product that have been altered, misused, or where sellers operating instructions or specific voltage is not observed, nor shall this warranty apply to defective parts or products resulting from accident following original shipment, nor extend to cover removal, installation, reinstallation, or calibration, or service calls or cost of repairs undertaken by a Customer. This warranty shall not apply if purchaser is delinquent in payment at time claim is made or if serial number has been removed from the equipment.

Company shall furnish without charge to the original Customer, FOB Company's Miami, Florida facility, for a period of one year from invoice date, replacement parts for all standard catalog products, which in Company's sole judgment, prove defective in materials or workmanship under normal and proper use. Any part determined to be defective in the product must be returned to the Company at the Customer's cost. Parts must be accompanied by a PARTS RETURN AUTHORIZATION, WITH MODEL AND SERIAL NUMBER OF EQUIPMENT issued by Company.

Improper operation resulting from factors including but not limited to improper or negligent cleaning and maintenance, low voltage condition, inadequate wiring, and accidental damage are not manufacturing defects and are strictly the responsibility of the Customer.

Company's labor warranty shall be performed by a Company-approved Service Agency who MUST contact Company to obtain a Warranty Service Authorization (WSA) number prior to performing any repairs. If service is required during overtime periods, the difference between overtime and standard labor rates shall be paid by the Customer. Company does not assume any responsibility for any charges not expressly authorized, incidental to the repair or replacement of equipment covered by this warranty, nor charges exceeding, in Company's sole judgment, normal and customary amounts. Only pre-approved travel charges will be allowed.

This is the sole warranty applicable to the Product(s). It is expressly understood that Company's liability hereunder is limited to the repair or replacement, at Company's option, of products or parts, defective materials or workmanship as provided above. Company's judgment as to the cause and nature of any defect will be final. Company shall in no case be responsible for special or consequential damages or any other obligation or liability with respect to product sold by Company.

This warranty as stated above, applies only to equipment installed in the Continental United States. The Company equipment installed outside the continental United States shall carry parts coverage only. ALL labor costs are approved on a discretionary basis, on like repairs in the Continental United States. This warranty shall stand in whole or part as allowed by law. Any exclusion of a part of this warranty, as may be allowed by law, shall not void balance of warranty.

Disclaimer of Warranties:

EXCEPT FOR THE LIMITED WARRANTY EXPRESSLY PROVIDED ABOVE IN THESE TERMS, THE PRODUCT(S), SERVICES AND DOCUMENTATION ARE PROVIDED "AS IS". COMPANY AND MANUFACTURER OF THE PRODUCTS SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT.

Pricing; Payment:

Prices; Transportation, Insurance, and Taxes. Company will invoice the Customer at the net invoiced amount, in force on the date of shipment of the Product(s), and Customer will pay Company in accordance with paragraph (2) below, for those Product(s) delivered, at the prices set forth in Schedule 1 hereto, as may be revised from time to time as provided herein. Customer shall pay each invoice in full in U.S. Dollars, without reduction for taxes. Except as otherwise specified by Company in writing, the prices of the Product(s) shall include packing

according to Company's standard practice prevailing at the time of shipment, shall be billed F.O.B. its plant; and shall include any taxes under laws of Company's location.

Payment Terms. Payment will be net thirty (30) days from issuance of invoice.

Late Payments. If a Customer delays in performing any payment obligations, Company may postpone the fulfillment of its own obligations until the Representative's payment obligations are satisfied and interest shall be charged on any amount due at the maximum rate permitted by law.

Title: Notwithstanding delivery of the Product(s) or any other provision of these Terms, title to the Product(s) shall not pass to Customer until Company has received payment in full for the invoiced amount for the Product(s) and payment of all other monies then due or owing to Company. Until such time as title in the Product(s) passes to Customer, Customer shall hold the Product(s) as Company's fiduciary and bailee and shall keep the Product(s) separate from those of Customer and third parties, properly stored, protected and insured and identified as Company's property; provided Customer shall be entitled to use the Product as provided in the Agreement.

Consequential Damages; Limitation of Liability: Notwithstanding anything to the contrary contained in this Agreement, Company and Customer waive all claims against each other (and against each other's parent company, affiliates, contractors, subcontractors, consultants, agents and vendors) for any consequential, incidental, indirect, special, exemplary or punitive damages (including but not limited to, loss of actual or anticipated profits, revenues or product; or loss of use), and regardless of whether any such claim arises out of breach of contract, tort, product liability, indemnity, contribution, strict liability or any other legal theory. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL COMPANY'S CUMULATIVE LIABILITY TO CUSTOMER EXCEED THE PRICE FOR THE PRODUCT GIVING RISE TO THE CLAIM OR CAUSE OF ACTION.

Indemnification: Customer covenants and agrees to indemnify, defend and hold harmless Company and its affiliates, subcontractors, vendors, officers, directors, employees, agents, consultants and representatives (collectively, the "Indemnitees") from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), causes of action, proceedings, losses, expenses, damages or penalties, including without limitation court costs and reasonable attorneys' fees (collectively, "Claims"), arising or resulting from its use of the Product. If Company or any other Indemnitee seeks indemnification from Customer hereunder, Company shall give Customer prompt notice of such Claim. Customer shall defend the Indemnitees from any such Claim at Customer's sole cost and expense using counsel reasonably acceptable to the Indemnitees and shall keep the Indemnitees informed as to the progress of the defense of any such claim or suit. The Indemnitees shall have the right to participate, at their own expense, with respect to any third party claim, demand, action or proceeding. The Indemnitees shall reasonably cooperate with the Customer in such defense at Customer's cost and expense. Customer shall have the right to control the defense and disposition; provided, however, that, if Customer assumes control of such defense and the Indemnitees reasonably conclude, based on advice from their counsel, that Customer and the Indemnitees have conflicting interests with respect to such Claim, Customer shall be responsible for the reasonable fees and expenses of counsel to the Indemnitees solely in connection therewith, except that in no event shall Customer be responsible for the fees and expenses of more than one counsel for all Indemnitees. Customer shall not agree to any settlement of such action, suit, proceeding or claim that does not include a complete and unconditional release of the Indemnitees from all liability with respect thereto or that imposes any liability or obligation on the Indemnitees, without the prior written consent of the Indemnitees.

Cancellation; Additional Remedies for Customer's Default: The Agreement is not subject to cancellation except by mutual written agreement of the parties.

Governing Law: This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida, without regard to conflicts of law principles or the United Nations Convention on Contracts for the International Sale of Goods. Each of the parties irrevocably agrees and consents (a) to the exercise of personal jurisdiction over it by the State or Federal courts sitting in Miami-Dade County, Florida; and (b) that if it brings an action, such action shall be instituted exclusively in one of the courts specified in (a) above. Service of process provided in accordance with these Terms shall be effective and sufficient to establish jurisdiction and venue in such court in any such action.

Assignment: Neither Company nor Customer may assign, convey or transfer the Agreement, or any part thereof, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed, except that Company may assign this Agreement without the prior written consent of Customer to a person or entity controlling, controlled by or affiliated with Company. The Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

Notices: All notices required hereunder shall be in writing and shall be deemed properly served if delivered in person or by reputable overnight courier service, or if sent by registered or certified mail, with postage prepaid and return receipt requested, to the addresses in the Agreement or to such addresses as a party may designate from time to time. All notices shall be deemed received on the date of delivery or attempted delivery, if delivered in person, or if mailed, on the date which is two (2) days after the date such notice is deposited in the mail.

Severability: Whenever possible each provision and term of the Agreement and these Terms will be interpreted in a manner to be effective and valid, but if any provision or term of the Agreement or these Terms are held to be prohibited, invalid or unenforceable, then such provision or term will be ineffective only to the extent of such prohibition or unenforceability without invalidating or affecting in any manner whatsoever the remainder of such provision or term or remaining provisions hereof. To the extent permitted by law, the parties hereto waive any provision of law that renders any such provision prohibited or unenforceable in any respect. If any of the covenants set forth in the Agreement or these Terms are held to be unreasonable, arbitrary, or against public policy, such covenants will be considered divisible with respect to scope, time, and geographic area, and in such lesser scope, time and geographic area, will be effective, binding and enforceable against the parties hereto.

Authority to Execute: Each party represents and warrants to the other that the Agreement has been duly authorized, executed and delivered by and on behalf of each such party and constitutes the legal, valid and binding agreement of said parties. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each party has executed at least one counterpart.

No Waiver: No course of dealing or failure of Company or Customer to strictly enforce any term, right or conditions of this Agreement shall be construed as a waiver of such term, right or condition. No express waiver of any term, right or condition of this Agreement shall operate as a waiver of any other term, right or condition.

Compliance with Laws and Regulations: Customer is responsible for complying with any and all applicable federal, state and local laws, codes, ordinances, rules, regulations, and administrative orders, including, without limitation, export and import laws, rules and regulations and any and all other product safety laws, rules and regulations.

Headings: The headings contained in these Terms are included solely for convenience of reference and shall not affect the language included herein.