

Confirmation Acknowledgement and Invoice

Term and Conditions of Sales

CONDITIONS OF ACCEPTANCE. Acceptance by ICB-Greenline of purchase order of the Buyer (“Order”) for goods, equipment, products and associated services (“Goods”) is expressly conditioned upon BUYER’s assent to the within terms and conditions of confirmation and sale (the “Terms”). If these Terms are non acceptable to BUYER, BUYER must notify ICB-Greenline by specific written objection. No waiver, alteration or modification of this Agreement shall be binding on ICB-Greenline unless in writing signed by ICB-Greenline. Any provision or conditions of the Order which are inconsistent with or in addition to these Terms (except additional provisions specifying quantity, character of the Goods ordered, and shipping instructions) shall not be binding on ICB-Greenline. In the event of a conflict between the printed Terms and any modification attached hereto by ICB-Greenline as an exhibit, the modification of the Terms by the ICB-Greenline exhibit shall prevail. Typographical errors are not binding and shall be corrected. The BUYER shall not assign this Order, any interest herein or rights hereunder, without the prior written content of ICB-Greenline. Any such assignment shall be void from the beginning creating no rights in the purported assignee. These Terms supersede, merge and integrate all prior understandings and may not be modified except in a writing signed by both parties. **DELIVERY:** Unless otherwise provided, delivery of all items shall be EXW ICB-Greenline’s plant. Risk of loss and title shall pass to BUYER at time of tender by ICB Greenline. Seaworthy, airfreight packing, export packing and special packing requested by BUYER, will incur additional charges above ordinary domestic charges and are quoted separately on request. BUYER must place claims with the carrier for loss or damage to Goods occurring in transit. ICB-Greenline shall not be responsible for failure to perform due to causes beyond its reasonable control, such as but not limited to, Acts of God, acts of the BUYER or civil or military authority, government allocation, judicial action, default of subcontractors or vendors, labor disputes, epidemics, explosion, accident, quarantine restrictions, failure or

delays in transportation, and inability to obtain necessary labor, materials or manufacturing facilities.

LIMITED WARRANTY: ICB-GREENLINE WARRANTS ITS GOODS TO BE FREE FROM DEFECTS IN WORKMANSHIP OR LABOR AND ARE MANUFACTURED IN ACCORDANCE WITH ICB-GREENLINE DRAWINGS AND ANY CUSTOMER SPECIFICATIONS WHICH HAVE BEEN APPROVED BY ICB-GREENLINE FROM THE TIME OF DELIVERY AND FOR SIX (6) MONTHS THEREAFTER OR UNTIL THE TIME OF DELIVERY AND OTHER PARTIES INCORPORATE THE GOODS AS A COMPONENT OF ANOTHER PRODUCT WHICHEVER FIRST OCCURS. OTHER ACCESSORIES OR EQUIPMENT PROVIDED BY, BUT NOT MANUFACTURED BY ICB-GREENLINE, ARE SOLD AND “AS-IS” AND DELIVERED “WHERE-IS” AND SHALL CARRY ONLY THE STANDARD WARRANTY OF THE MANUFACTURER FOR SUCH OTHER ACCESSORIES OR EQUIPMENT.

WARRANTY DISCLAIMER: EXCEPT FOR THE LIMITED WARRANTY STATED HEREIN, ICB-GREENLINE DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED RESPECTING ITS GOODS, MATERIALS, LABOR OR SERVICES PROVIDED BY ICB-GREENLINE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR COMPLIANCE WITH A PARTICULAR LAW OR INDUSTRY STANDARD.

LIMITATION OF REMEDIES: ICB-GREENLINE SHALL HAVE NO LIABILITY TO THE ORIGINAL BUYER OR ANY OTHER PERSON WITH RESPECT TO ANY LIABILITY, INJURY, LOSS OR DAMAGE CAUSED DIRECTLY OR INDIRECTLY BY ANY GOODS, REPLACEMENT PARTS OR UNITS THEREFOR, OR SERVICES PROVIDED IN SUPPORT THEREOF BY ICB-GREENLINE INCLUDING BUT NOT LIMITED TO, ANY INTERRUPTION OF SERVICE, EXCESS COSTS OR CHARGES RESULTING FROM MALFUNCTIONS, LOSS OF BUSINESS OR USE, ANTICIPATORY PROFITS RESULTING FROM THE LOSS OF USE, USE, DEFECT, MALFUNCTION OR

OPERATION OF ICB-GREENLINE'S GOODS, WHATSOEVER OR HOWSOEVER CAUSED. IN NO EVENT SHALL ICB-GREENLINE BE LIABLE FOR ANY DAMAGES, IRRESPECTIVE WHETHER SAME OR DIRECT, INDIRECT, ACTUAL SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER THE CLAIMS ARE GROUNDED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR STRICT LIABILITY OR WHETHER ICB-GREENLINE WAS ADVISED BY BUYER OF THE POSSIBILITY OF THE INCURRENCE OF SAME BY BUYER. IN ALL CASES EXCEPT WHERE PROHIBITED BY LAW, DAMAGES FOR A CLAIM OF A BREACH OF WARRANTY ARE LIMITED TO THE VALUE OF THE GOODS PURCHASED AND ICB-GREENLINE'S OBLIGATION UNDER THIS WARRANTY IS LIMITED EXCLUSIVELY TO IN-FACTORY SERVICING AND REPAIRING OR REPLACEMENT OF THE GOODS OR THE COMPONENT THEREOF WHICH IS FOUND TO BE DEFECTIVE AS MAY BE DETERMINED IN ICB-GREENLINE'S SOLE DISCRETION. WHERE LOCAL LAW MAY PROHIBIT CERTAIN LIMITATIONS OF REMEDIES OF A CLAIMANT, THE WITHIN PROVISIONS ARE ENFORCEABLE AND BINDING ON THE PARTIES TO THE MAXIMUM EXTENT PERMISSIBLE BY LOCAL LAW TO THE EXTENT SUCH LAW MAY BE DEEMED BY A COURT OF COMPETENT JURISIDCTION TO APPLY TO A CLAIM. EXCEPT IN THE CASE WHERE INJUNCTIVE RELIEF IS APPROPRIATE, BUYER SHALL FIRST ATTEMPT TO MEDIATE A CLAIM FAILING WHICH ARBITRATION SHALL BE UNDERTAKEN ACCORDING TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION IN THE FORUM AND VENUE AS SPECIFIED HEREIN FOR LITIGATION. ANY ARBITRAL AWARD SHALL BE FINAL AND BINDING AN ENFORCEABLE IN A COURT OF LAW.

SHORTAGES, DEFECTS AND RETURNS: Any claims of shortages or for defects must be in writing and made within thirty (30) days after ICB-Greenline's ship date for deliveries within North America and within forty-five (45) days after ship date for deliveries outside of North America. BUYER shall afford ICB-Greenline or its agent, reasonable opportunity to inspect all materials as to which any such claim is made.

ICB-Greenline will not accept Goods returned by BUYER without a return authorization number ("RA #") issued by ICB-Greenline. All returns shall be per ICB-Greenline procedures.

CANCELLATION: In case of cancellation of an Order by BUYER, ICB-Greenline may charge 25 % of the total Order value as a restocking charge.

TERMS AND METHODS OF PAYMENT: Each shipment shall be considered a separate and independent transaction for which payment shall be made separately. If shipments are delayed by BUYER, payments shall become due on the date when ICB-Greenline is prepared to make shipment. Goods held for the BUYER shall be at BUYER's risk and expense. Goods shipped as exchanges will be invoiced for full value until the exchange is complete and Goods have been returned to ICB-Greenline in good working condition at which time full value credit will be given to BUYER. ICB-Greenline reserves the right to ship C.O.D. or to its order and make collection by sight draft with bill of lading attached with all costs of collection to the account of BUYER. If ICB-Greenline deems the financial condition of the BUYER to be materially impaired from the condition initially approved by ICB-Greenline or if market conditions do not otherwise justify performance of shipment on the credit terms initially approved for an Order, ICB-Greenline may require full or partial payment in advance of performance. In the event of bankruptcy, insolvency or significant change in the credit rating of the BUYER or in the event any proceeding is brought by or against the BUYER under the bankruptcy or insolvency laws, ICB-Greenline shall be entitled to cancel any Order then outstanding and shall receive reimbursement of its costs for its cancellation charges. BUYER grants a purchase money security interest in the Goods provided hereunder and to the proceeds received by the Buyer in the resale thereof until the full price and all other liabilities due to ICB-Greenline have been paid. BUYER agrees to execute and deliver to ICB-Greenline the appropriate financial statements or other documents as ICB-Greenline may deem necessary to secure its interest in the Goods and hereby appoints ICB-Greenline as its attorney-in-fact to execute and record any such documentation and instruments legally necessary to preserve the such security interest in favor of ICB-Greenline until full payment has been received for the Goods. Upon full payment to ICB-Greenline, ICB-Greenline's security interest shall be automatically extinguished. Upon

any default or breach by BUYER hereunder, ICB-Greenline shall have all of the cumulative rights and remedies of a secured party under the Uniform Commercial Code or other applicable law. If full payment has not been received, ICB-Greenline may peaceably enter BUYER's premises to repossess any equipment, Goods or supplies.

STANDARD TERMS: If preliminary credit has not been established with ICB-Greenline, prepayment of full amount is required.

STANDARD TERMS WITH CREDIT: For BUYERS with Orders up to \$ 100,000 for delivery in the 48 contiguous states, net payment shall be due within 30 days after date of invoice. For Orders over \$ 100,000; 30 % shall be paid at Order entry; 30% is due at shipment and the 40% balance is to be paid within 30 days of invoice. All past due invoices are subject to a 2 % *per month interest charge*.

NON-STANDARD CREDIT TERMS: Negotiable prior to acceptance. ALL PRICES ARE QUOTED IN U.S. DOLLARS AND SUBJECT TO CHANGE WITHOUT PRIOR NOTICE. ALL PAYMENTS MUST BE MADE IN U.S. DOLLARS.

CUSTOMZIED SYSTEMS: Customized Orders require a minimum of a non-refundable 50 % down payment at order entry.

TAXES: The prices stated in the Terms exclude taxes for sales, use, excise or similar taxes. The amount of any and all such present or future taxes or other government charges applicable to the Goods or the transaction will be added by the ICB-Greenline to the sales price and shall be paid by the BUYER unless BUYER provides ICB-Greenline with a tax-exemption certificate acceptable to the relevant tax authority. Buyer authorizes ICB-Greenline to withhold and remit any such taxes to the appropriate tax authorities as may be required by law.

PATENTS: The BUYER shall indemnify and hold ICB-Greenline harmless against any expenses, damages, costs or losses resulting from any lawsuit or proceeding brought for any alleged infringement of patents or trademarks arising from ICB-Greenline's manufacture or use of BUYER's designs, specifications or instructions. ICB-Greenline shall not be liable for any costs or damages incurred by the BUYER as a result of any such lawsuit or proceeding brought against the BUYER insofar as such claims are based on assertions (a) that use of any goods are not the Goods supplied by ICB-Greenline or (b) that an assembly or manufacturing process of another person incorporating or

assembling the Goods, or any part thereof furnished hereunder, as a component in other personal property, constitutes either direct or contributory infringement of any patent of the United States. Sale of the Goods, or any parts thereof, hereunder confers on the BUYER no license to any patent or other intellectual property rights of ICB-Greenline covering or relating to (a) the structure of any devices to which the Goods or parts may be applied or (b) a process or machine in connection with which the may be used.

CLAIMS: The validity and construction of these Terms shall be according to the laws of the State of South Carolina without regard to its rules of conflicts of law. If a dispute at any time regarding any provision of these Terms or with regard to the performance of one or both of the parties under this agreement, the parties agree that any court action brought to obtain (i) damages (ii) a temporary, preliminary or final injunction, (iii) repossession of assets, (iv) strict performance, (v) an order of attachment or any other provisional remedy or (vi) any relief pursuant to any provision of the South Carolina Commercial Code, will be in the exclusive forum and venue of Greenville, South Carolina unless ICB-Greenline consents in writing to another forum and venue. If BUYER initiates a court action in a jurisdiction or venue other than described above, BUYER will be liable to ICB-Greenline for all costs and fees, including reasonable attorney's fees, incurred in the process of having the case removed to the proper jurisdiction. In any event, if ICB-Greenline brings an action or a counterclaim for collection of any overdue amount payable under the within Terms, BUYER will pay the cost of collection and reasonable attorney's fees of ICB-Greenline.