

TERMS AND CONDITIONS OF SALE

1. Applicability. These terms and conditions of sale (these “**Terms**”) are the only terms which govern the sale of any product(s) (the “**Products**”) by MAHA USA (“**Seller**”) to the purchaser of the products thereof (“**Buyer**”). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Products covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms. The accompanying order, together with these Terms (this “**Agreement**”), comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer’s general terms and conditions of purchase regardless of whether or when Buyer has submitted its order or such terms. Fulfillment of Buyer’s order does not constitute acceptance of any of Buyer’s terms and conditions and does not serve to modify or amend these Terms.

2. Delivery.

(a) The Products will be delivered within a reasonable time after the receipt of Buyer’s order. All shipping dates are estimates and in all events are subject to availability of finished Products. Seller shall not be liable for any delays, loss or damage in transit. Unless otherwise agreed in writing by the parties, Seller shall arrange for delivery of the Products to the address provided on the order (the “**Delivery Point**”) using Seller’s standard methods for packaging and shipping such Products. If the Delivery Point is a location other than the location of Buyer’s facility, Buyer shall take delivery of the Products within three (3) business days of Seller’s written notice that the Products has been delivered to the Delivery Point. Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Products at the Delivery Point. Upon agreement between Buyer and Seller, Seller may arrange other shipping methods to a location specified by Buyer, and add the costs of such shipping and packaging to Buyer’s invoice.

(b) If for any reason Buyer fails to accept delivery of any of the Products on the date fixed pursuant to Seller’s notice that the Products have been delivered at the Delivery Point, or if Seller is unable to deliver the Products at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations, Seller may, at its option: (i) terminate the Agreement immediately upon delivery of written notice to Purchaser; and (ii) take immediate possession of the Products and retain all money paid hereunder to the date of such notice toward liquidated damages. Notwithstanding the foregoing, Seller may recover its actual loss and exercise any other right or remedy available to Seller at law or equity.

3. Non-delivery. The quantity of any installment of Products as recorded by Seller on dispatch from Seller’s place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary. The Seller shall not be liable for any non-delivery of Products (even if caused by Seller’s negligence) unless Buyer gives written notice to Seller of the non-delivery within ten (10) days of the date when the Products would in the ordinary course of events have been received. Any liability of Seller for non-delivery of the Products shall be limited to replacing the Products within a reasonable time or adjusting the invoice respecting such Products to reflect the actual quantity delivered.

4. Title and Risk of Loss. Shipments shall be made FOB Seller’s facility regardless of whether the Delivery Point is Seller’s facility or a location specified by Buyer. Title to the Products shall be free of all liens, claims and encumbrances of any kind. Title and risk of loss passes to Buyer upon delivery of the Products at Seller’s facility. As collateral security for the payment of the purchase price of the Products, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under

this provision constitutes a purchase money security interest under the Alabama Uniform Commercial Code. Buyer will execute all financing documents needed to perfect this security interest, and hereby grants Seller the power of attorney to execute such documents on behalf of Buyer in the event that Buyer is unavailable or otherwise fails to do so promptly upon request from Seller.

5. Inspection and Rejection of Nonconforming Products. Buyer shall inspect the Products within ten (10) business days upon receipt (“**Inspection Period**”). Buyer will be deemed to have accepted the Products unless it notifies Seller in writing of any Nonconforming Products during the Inspection Period and furnishes such written evidence or other documentation as required by Seller. “**Nonconforming Products**” means only that the product shipped is different than identified in Buyer’s order. If Buyer timely notifies Seller of any Nonconforming Products, Seller shall, in its sole discretion, (i) replace such Nonconforming Products with conforming Products, or (ii) credit or refund the purchase price for such Nonconforming Products, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at Seller’s expense and risk of loss, the Nonconforming Products to Seller’s facility as specified by Seller. If Seller exercises its option to replace Nonconforming Products, Seller shall, after receiving Buyer’s shipment of Nonconforming Products, ship to Buyer, at Seller’s expense and risk of loss, the replaced Products to the Delivery Point. Buyer acknowledges and agrees that the remedies set forth in this Section are Buyer’s exclusive remedies for the delivery of Nonconforming Products. Except as provided in this Section, all sales of Products to Buyer are made on a one-way basis and Buyer has no right to return Products purchased under this Agreement to Seller.

6. Taxes; Resale. Buyer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties, levies, withholdings and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller’s income, revenues, gross receipts, personnel or real or personal property or other assets. If Buyer is purchasing the Products for resale, Buyer shall deliver to Seller prior to delivery a duly executed resale certificate for the state where delivery shall take place, or such other documents as may be required by any state to prove that a sale is for resale and not subject to applicable sales and use taxes.

7. Payment Terms. Buyer shall pay all invoiced amounts due to Seller in accordance with the terms set forth on Seller’s invoice. Buyer shall pay interest on all late payments at the lesser of the rate of 15% per annum or the highest rate permissible under applicable law, calculated monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys’ fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Products if Buyer fails to pay any amounts when due hereunder and such failure continues for thirty (30) days following written notice thereof. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller’s breach, bankruptcy or otherwise.

8. Limited Warranty. **BUYER PURCHASES THE EQUIPMENT “AS IS”, AND EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN SELLER’S GENERAL WARRANTY POLICY, A COPY OF WHICH HAS BEEN OR WILL BE PROVIDED TO BUYER UPON REQUEST, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, ANY (a) WARRANTY OF MERCHANTABILITY, (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR (c) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, AND ANY AND ALL OF WHICH IMPLIED WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.**

9. Limitation of Liability.

(a) **IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING**

TO ANY BREACH OF THESE TERMS, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY BUYER OR COULD HAVE BEEN REASONABLY FORESEEN BY SELLER, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) **IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE EQUIPMENT SOLD HEREUNDER.**

(c) The limitation of liability set forth in Section 9(b) above shall not apply to liability resulting from Seller's gross negligence or willful misconduct.

10. Compliance with Law. Buyer shall comply with all applicable laws, regulations and ordinances relating to this Agreement and its use and the transactions contemplated hereunder. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement and utilize the Products. Buyer shall comply with all export and import laws of all countries involved in the sale of the Products under this Agreement or any resale of the Products by Buyer. Buyer assumes all responsibility for shipments of Products requiring any government import clearance. Seller may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Products.

11. Export Regulation.

(a) The Products, including any software, documentation and any related technical data included with, or contained in, such Products, and any products utilizing any such Products, software, documentation or technical data (collectively, the "**Regulated Products**") may be subject to U.S. export control laws and regulations, including the Export Administration Regulations and the International Traffic in Arms Regulations. Buyer shall not, and shall not permit any third parties to, directly or indirectly, export, re-export or release any Regulated Products to any jurisdiction or country to which, or any party to whom, the export, re-export or release of any Regulated Products is prohibited by applicable federal or foreign law, regulation or rule. Buyer shall be responsible for any breach of this Section by its, and its successors' and permitted assigns', affiliates, employees, officers, directors, members, managers, customers, agents, distributors, resellers or vendors.

(b) Buyer is in compliance with all Laws administered by the United States Office of Foreign Asset Control or any other governmental entity imposing economic sanctions and trade embargoes ("**Economic Sanctions Laws**") against designated countries, entities and persons (collectively, the "**Embargoed Targets**"). Buyer is not an Embargoed Target or otherwise subject to any Economic Sanctions Law. Buyer shall comply with all Economic Sanctions Laws. Without limiting the generality of the foregoing, Buyer shall not (i) directly or indirectly export, re-export, transship or otherwise deliver any Regulated Products to an Embargoed Target, or (ii) broker, finance or otherwise facilitate any transactions in violation of any Economic Sanctions Law.

12. Amendment and Modification. These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party.

13. Termination. In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement and such failure continues for three (3) days after Seller's delivery of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors. Notwithstanding the foregoing, Seller may suspend its performance under this Agreement without terminating the Agreement for any period of time in which Buyer is in breach of this

Agreement or these Terms and has failed to cure such breach. Such suspension of Seller's performance hereunder shall not restrict or waive Seller's right to terminate this Agreement as provided in this Section or to exercise any other right or remedy arising under contract, law or equity.

14. Waiver. No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

15. Force Majeure. Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, delays of third party manufacturers, suppliers or contractors, materials or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of fourteen (14) days, Buyer shall be entitled to give notice in writing to Seller to terminate this Agreement.

16. Assignment. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation, including any assignment or delegation to which Buyer has consented, relieves Buyer of any of its obligations under this Agreement.

17. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

18. Governing Law. This Agreement and all related documents and all matters arising out of or relating to this Agreement are governed by, and construed in accordance with, the laws of the State of Alabama, United States of America including the Alabama Uniform Commercial Code, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Alabama. The parties agree that the United National Convention on Contract for the International Sale of Goods does not apply to this Agreement.

19. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Alabama, United States of America, in each case located in the County of Dale, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

20. Notices. All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the applicable sales invoice or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon the first business day following the postmarked date of such notice, and (b) if the party giving the Notice has complied with the requirements of this Section.

21. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

22. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement, including, but not limited to, the following provisions: Compliance with Laws, Governing Law, Submission to Jurisdiction and Survival.