



I.S.E.L., LLC - TERMS AND CONDITIONS

Unless otherwise agreed in writing, the sale of Products is expressly conditioned on Purchaser's assent to these Terms and Conditions. Unless otherwise specified in the contract, I.S.E.L., LLC proposal shall expire 30 days from its date and may be modified or withdrawn by I.S.E.L., LLC, before receipt of Purchaser's acceptance.

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1. Definitions

- "Purchaser" means the entity to which Company is providing Products under the Contract.
- "Contract" means either the contract agreement signed by both parties, a Price Sheet provided to the purchaser, or the purchase order provided by Purchaser and confirmed by Company in writing, for the sale of Products, together with these Terms and Conditions, Company's final quotation, the agreed scope(s) of work, and Company's order acknowledgement. In the event of any conflict, these Terms and Conditions shall take precedence over other documents included in the Contract.
- "Contract Price" means the agreed price stated in either a Contract or Price Sheet for the sale of Products, including adjustments (if any) in accordance with the Contract.
- "Insolvent/Bankrupt" means that a party is insolvent, makes an assignment for the benefit of its creditors, has a receiver or trustee appointed for it or any of its assets, or files or has filed against it a proceeding under any bankruptcy, insolvency dissolution or liquidation laws.
- "Products" means goods manufactured by Company that meet manufacturer's specifications and has agreed to supply to Purchaser under the Contract.
- Company "(I.S.E.L., LLC)" means the entity who manufactures and provides Products under the Contract.
- "Site" means the premises where Products are used and not including Company, premises from which it manufactures Products.
- "Terms and Conditions" means these "Terms and Conditions for Sale of Products", including any relevant addenda pursuant to Article 15, together with any modifications or additional provisions specifically stated in Company's final proposal or specifically agreed upon by Company, in writing.

2. Payment

2.1 Purchaser shall pay Company, for the Products by paying all invoiced amounts in U.S. dollars, without set-off for any payment from Company, not due under this Contract, within thirty (30) days from the invoice date. Progress payments shall be invoiced per Company's Contract. For each calendar month, or fraction thereof, that payment is late; Purchaser shall pay a late payment charge computed at the rate of 1.5% per month on the overdue balance, or the maximum rate permitted by law, whichever is less.

2.2 If requested by Company, Purchaser shall at its expense establish and keep in force payment security in the form of an irrevocable, unconditional, sight letter of credit or bank guarantee allowing for pro-rata payments as Products are shipped plus payment of cancellation and termination charges, and all other amounts due from Purchaser under the Contract ("Payment Security"). The Payment Security shall be (a) in a form, and issued or confirmed by a bank acceptable to Company, (b) payable at the counters of such acceptable bank or negotiating bank, (c) opened at least thirty (30) days prior to both the earliest scheduled shipment of Products, and (d) remain in effect until the latest of ninety (90) days after the last scheduled Product shipment and Company's, receipt of the final payment required under the Contract. Purchaser shall, at its expense, increase the amount(s), extend the validity period(s) and make other appropriate modifications to any Payment Security within ten (10) days of Company's notification that such adjustment is necessary in connection with Purchaser's obligations under the Contract.

3. Taxes and Duties

3.1 Company, shall be responsible for all corporate taxes measured by net income due under this Contract ("Company, Taxes"). Purchaser shall be responsible for all taxes, duties, fees, or other charges of any nature (including, but not limited to, consumption, gross receipts, import, property, sales, stamp, turnover, use, or value-added taxes, and all items of withholding, deficiency, penalty, addition to tax, interest, or assessment related thereto, imposed by any governmental authority on Purchaser or Company, or its subcontractors) in relation to the Contract, other than Company, Taxes ("Purchaser Taxes"). The Contract Price does not include the amount of any Purchaser Taxes. If Purchaser deducts or withholds Purchaser Taxes, Purchaser shall pay additional amounts so that Company, receives the full Contract Price without reduction for Purchaser Taxes. Purchaser shall provide to Company, within one month of payment, official receipts from the applicable governmental authority for deducted or withheld taxes.

4. Deliveries; Title Transfer; Risk of Loss; Storage

4.1 For shipments that do not involve export, Company, shall deliver Products to Purchaser FCA Company's, facility or warehouse (Incoterms 2010) unless otherwise specified on Contract. For export shipments, Company, shall deliver Products to Purchaser FCA Port of Export (Incoterms 2010) unless otherwise specified on Contract. Purchaser shall pay all delivery costs and charges or pay Company's standard shipping costs plus up to twenty-five (25%) percent. Partial deliveries are permitted. Delivery times are approximate and are dependent upon prompt receipt by Company, of all information necessary to proceed with the work without interruption. If Products delivered do not correspond in quantity, type or price to those itemized in the shipping invoice or documentation, Purchaser shall so notify Company, within ten (10) days after receipt.

4.2 For shipments that do not involve export, title to Products shall pass to Purchaser upon delivery in accordance with Section 4.1. For export shipments from a Company, facility or warehouse outside the U.S., title shall pass to Purchaser upon delivery in accordance with Section 4.1.

4.3 Risk of loss shall pass to Purchaser upon delivery pursuant to Section 4.1, except that for export shipments from the U.S., risk of loss shall transfer to Purchaser upon title passage.

4.4 If any Products to be delivered under this Contract cannot be shipped to or received by Purchaser when ready due to any cause attributable to Purchaser or its other contractors, Company, may ship the Products and equipment to a storage facility, including storage at the place of manufacture or repair, or to an agreed freight forwarder. If Company, places Products into storage, the following apply: (i) title and risk of loss immediately pass to Purchaser, if they have not already passed, and delivery shall be deemed to have occurred; (ii) any amounts otherwise

payable to Company upon delivery or shipment shall be due; (iii) all expenses and charges incurred by Company, related to the storage shall be payable by Purchaser upon submission of Company's invoices; and (iv) when conditions permit and upon payment of all amounts due, Company, shall make Products available to Purchaser for delivery.

5. Warranty

5.1 Company, warrants that Products shall be delivered free from defects in material and conforms to manufacturer's published specifications.

5.2 If Purchaser determines through Product acceptance testing that Products do not meet the above warranty, Purchaser shall promptly notify Company, in writing and Company, shall (i) at its option, request a sample from Purchaser for evaluation. If despite Company's reasonable efforts, a non-conforming Product cannot be resolved or replaced, Company, shall refund or credit monies paid by Purchaser for such non-conforming Products. Company retains the right to direct the Purchaser on final product disposition. Purchaser shall obtain Company's agreement on the specifications of any tests it plans to conduct to determine whether a non-conformance exists.

5.3 The warranties and remedies are conditioned upon (a) proper storage, and use, of Products, (b) Purchaser keeping accurate and complete documented records and providing Company, access to those records. Failure to meet any such conditions renders the warranty null and void.

6. Confidentiality

6.1 Company, and Purchaser (as to information disclosed, the "Disclosing Party") may each provide the other party (as to information received, the "Receiving Party") with Confidential Information in connection with this Contract. "Confidential Information" means (a) information that is designated in writing as "confidential" or "proprietary" by Disclosing Party at the time of written disclosure, and (b) information that is orally designated as "confidential" or "proprietary" by Disclosing Party at the time of oral or visual disclosure and is confirmed to be "confidential" or "proprietary" in writing within twenty (20) days after the oral or visual disclosure. In addition, prices for Products shall be considered Company's Confidential Information.

6.2 Receiving Party agrees: (i) to use the Confidential Information only in connection with the Contract and use of Products, (ii) to take reasonable measures to prevent disclosure of the Confidential Information to third parties, and (iii) not to disclose the Confidential Information to a competitor of Disclosing Party. Notwithstanding these restrictions, (a) Company, may disclose Confidential Information to its affiliates in connection with performance of the Contract, (b) a Receiving Party may disclose Confidential Information to its auditors, (c) Purchaser may disclose Confidential Information to lenders as necessary for Purchaser to secure or retain financing needed to perform its obligations under the Contract, and (d) a Receiving Party may disclose Confidential Information to any other third party with the prior written permission of Disclosing Party, and in each case, only so long as the Receiving Party obtains a non-disclosure commitment from any such subcontractors, auditors, lenders or other permitted third party that prohibits disclosure of the Confidential Information and provided further that the Receiving Party remains responsible for any unauthorized use or disclosure of the Confidential Information. Receiving Party shall upon request return to Disclosing Party or destroy all copies of Confidential Information except to the extent that a specific provision of the Contract entitles Receiving Party to retain an item of Confidential Information. Company, may also retain one archive copy of Purchaser's Confidential Information.

6.3 The obligations under this Article 6 shall not apply to any portion of the Confidential Information that: (i) is or becomes generally available to the public other than as a result of disclosure by Receiving Party, its representatives or its affiliates; (ii) is or becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party when the source is not, to the best of Receiving Party's knowledge, subject to a confidentiality obligation to Disclosing Party; (iii) is independently developed by Receiving Party, its representatives or affiliates, without reference to the Confidential Information; and (iv) is required to be disclosed by law or valid legal process provided that the Receiving Party intending to make disclosure in response to such requirements or process shall promptly notify the Disclosing Party in advance of such disclosure and reasonably cooperate in attempts to maintain the confidentiality of the Confidential Information.

6.4 Each Disclosing Party warrants that it has the right to disclose the information that it discloses. As to any individual item of Confidential Information, the restrictions under this Article 6 shall expire five (5) years after the date of disclosure. Article 6 does not supersede any separate confidentiality or nondisclosure agreement signed by the parties.

7. Intellectual Property

7.1 Company, shall defend and indemnify Purchaser against any claim by a non-affiliated third party (a "Claim") alleging that the Products furnished under this Contract infringe a patent in effect in the U.S., or any copyright or trademark registered in the U.S., provided that Purchaser (a) promptly notifies Company, in writing of the Claim, (b) makes no admission of liability and does not take any position adverse to Company, (c) gives Company, sole authority to control defense and settlement of the Claim, and (d) provides Company, with full disclosure and reasonable assistance as required to defend the Claim.

7.2 Section 7.1 shall not apply and Company, shall have no obligation or liability with respect to any Claim based upon (a) Products that have been modified, or revised, (b) the combination of any Products with other products when such combination is a basis of the alleged infringement, (c) failure of Purchaser to implement any update provided by Company, that would have prevented the Claim, (d) unauthorized use of Products, or (e) Products made or performed to Purchaser's specifications.

7.3 Should any Product, or any portion thereof, become the subject of a Claim, Company, may at its option (a) procure for Purchaser the right to continue using the Product, or applicable portion thereof, (b) modify or replace it in whole or in part to make it non-infringing, or (c) failing (a) or (b), take back infringing Products and refund the price received by Company, attributable to the infringing Products.

7.4 Article 7 states Company's exclusive liability for intellectual property infringement by Products.

7.5 Each party shall retain ownership of all Confidential Information and intellectual property it had prior to the Contract. All new intellectual property conceived or created by Company, in the performance of this Contract, whether alone or with any contribution from Purchaser, shall be owned exclusively by Company. Purchaser agrees to deliver assignment documentation as necessary to achieve that result.



I.S.E.L., LLC - TERMS AND CONDITIONS (cont.)

8. Indemnity

Each of Purchaser and Company, (as an "Indemnifying Party") shall indemnify the other party (as an "Indemnified Party") from and against claims brought by a third party, on account of personal injury or damage to the third party's tangible property, to the extent caused by the negligence of the Indemnifying Party in connection with this Contract. In the event the injury or damage is caused by joint or concurrent negligence of Purchaser and Company, the loss or expense shall be borne by each party in proportion to its degree of negligence. For purposes of Company's indemnity obligation, no part of the Products or Site is considered third party property.

8.1 SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PURPOSE; (C) WARRANTY OF TITLE; OR (D) 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.

9. Excusable Events (Force Majeure)

Company, shall not be liable or considered in breach of its obligations under this Contract to the extent that Company's performance is delayed or prevented, directly or indirectly, by any cause beyond its reasonable control, or by armed conflict, acts or threats of terrorism, epidemics, strikes or other labor disturbances, or acts or omissions of any governmental authority or of the Purchaser or Purchaser's contractors or suppliers. If an excusable event occurs, the schedule for Company's performance shall be extended by the amount of time lost by reason of the event plus such additional time as may be needed to overcome the effect of the event. If acts or omissions of the Purchaser or its contractors or suppliers cause the delay, Company, shall also be entitled to an equitable price adjustment.

10. Termination and Suspension

10.1 Purchaser may terminate the Contract (or the portion affected) for cause if Company, (i) becomes Insolvent/Bankrupt, or (ii) commits a material breach of the Contract which does not otherwise have a specified contractual remedy, provided that: (a) Purchaser shall first provide Company, with detailed written notice of the breach and of Purchaser's intention to terminate the Contract, and (b) Company, shall have failed, within 10 days after receipt of the notice, to commence and diligently pursue cure of the breach.

10.2 If Purchaser terminates the Contract pursuant to Section 10.1, (i) Company, shall reimburse Purchaser the difference between that portion of the Contract Price allocable to the terminated scope and the actual amounts reasonably incurred by Purchaser to complete that scope, and (ii) Purchaser shall pay to Company, (a) the portion of the Contract Price allocable to Products completed,

10.3 Company, may suspend or terminate the Contract (or any affected portion thereof) immediately for cause if Purchaser (i) becomes Insolvent/Bankrupt, or (ii) materially breaches the Contract, including, but not limited to, failure or delay in Purchaser providing Payment Security, making any payment when due, or fulfilling any payment conditions.

10.4 If the Contract (or any portion thereof) is terminated for any reason other than Company's default under Section 10.1, Purchaser shall pay Company, for all Products produced before the effective date of termination, plus expenses reasonably incurred by Company, in connection with the termination. In addition, Purchaser shall pay Company a cancellation charge equal to 25% of the Contract Price applicable to uncompleted Products.

10.5 Either Purchaser or Company, may terminate the Contract (or the portion affected) upon twenty (20) days advance notice if there is an excusable event (as described in Article 10) lasting longer than one hundred and twenty (120) days. In such case, Purchaser shall pay to Company, amounts payable under Section 10.4, excluding the cancellation charge for uncompleted Products.

10.6 Purchaser shall pay all reasonable expenses incurred by Company, in connection with a suspension, including, but not limited to, expenses for repossession, fee collection, demobilization/remobilization, and costs of storage during suspension. The schedule for Company's obligations shall be extended for a period of time reasonably necessary to overcome the effects of any suspension.

11. Compliance with Laws, Codes and Standards

11.1 Company shall comply with laws applicable to the manufacture of Products. Purchaser shall comply with laws applicable to the application, operation, use and disposal of the Products.

11.2 Company's obligations are conditioned upon Purchaser's compliance with all U.S. and other applicable trade control laws and regulations. Purchaser shall not trans-ship, re-export, divert or direct Products other than in and to the ultimate country of destination declared by Purchaser and specified as the country of ultimate destination on Company's invoice.

12. Limitations of Liability

12.1 The total liability of Company, for all claims of any kind arising from or related to the formation, performance or breach of this Contract, or any of its Products, shall not exceed the (i) Contract Price, or (ii) if Purchaser places multiple order(s) under the Contract, the price of each particular order for all claims arising from or related to that order.

12.2 Company, shall not be liable for loss of profit or revenues, loss of use of equipment or systems, interruption of business, cost of capital, downtime costs, increased operating costs, any special, consequential, incidental, indirect, or punitive damages, or claims of Purchaser's customers for any of the foregoing types of damages.

12.3 If Purchaser is supplying Products to a third party, or using Products at a facility owned by a third party, Purchaser shall either (i) indemnify and defend Company, from and against any and all claims by, and liability to, any such third party in excess of the limitations set forth in this Article 12, or (ii) require that the third party agree, for the benefit of and enforceable by Company, to be bound by all the limitations included in this Article 12.

13. Governing Law and Dispute Resolution

13.1 This Contract shall be governed by and construed in accordance with the laws of (i) the State of Florida (the "Governing Law"). If the Contract includes the sale of Products and the Purchaser is outside the U.S., the United Nations Convention on Contracts for the International Sale of Goods shall apply.

13.2 All disputes arising in connection with this Contract, including any question regarding its existence or validity shall be resolved in accordance with this Article 13. If a dispute is not resolved by negotiations, either party may, by giving written notice, refer the dispute to a meeting of appropriate higher management, to be held within twenty (20) business days after the giving of notice. If the dispute is not resolved within thirty (30) business days after the giving of notice, or such later date as may be mutually agreed, either party may commence arbitration or court proceedings, depending upon the location of the Purchaser, in accordance with the following:

(a) if the Purchaser's pertinent place of business is in the U.S. legal action shall be commenced in federal court with jurisdiction applicable to, or state court located in, either Duval County, Florida or the location of Purchaser's principal place of business; or (b) if the Purchaser's pertinent place of business is outside the U.S., the dispute shall be submitted to and finally resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce ("ICC"). The number of arbitrators shall be one, selected in accordance with the ICC rules, unless the amount in dispute exceeds the equivalent of U.S. \$5,000,000, in which event it shall be three. When three arbitrators are involved, each party shall appoint one arbitrator, and those two shall appoint the third within thirty (30) days, who shall be the Chairman. The seat, or legal place, of arbitration, shall be London, England. The arbitration shall be conducted in English. In reaching their decision, the arbitrators shall give full force and effect to the intent of the parties as expressed in the Contract, and if a solution is not found in the Contract, shall apply the governing law of the Contract. The decision of the arbitrator(s) shall be final and binding upon both parties, and neither party shall seek recourse to a law court or other authority to appeal for revisions of the decision.

13.3 Notwithstanding the foregoing, each party shall have the right at any time, at its option and where legally available, to immediately commence an action or proceeding in a court of competent jurisdiction, subject to the terms of this Contract, to seek a restraining order, injunction, or similar order to enforce the confidentiality provisions set forth in Article 6 or to seek interim or conservatory measures. Monetary damages shall only be available in accordance with Section 13.2.

14. Inspection and Factory Tests

Company, will apply its normal quality control procedures in manufacturing Products. Company, shall attempt to accommodate requests by Purchaser to witness factory tests of Products, subject to appropriate access restrictions, if such witnessing can be arranged without delaying the work.

15. General Clauses

15.1 Company, may assign or novate its rights and obligations under the Contract, in whole or in part, to any of its affiliates without Purchaser's consent. Purchaser agrees to execute any documents that may be necessary to complete Company's assignment or novation. Company, may subcontract portions of the manufacturing, so long as Company, remains responsible for it. The delegation or assignment by Purchaser of any or all of its rights or obligations under the Contract without Company's prior written consent (which consent shall not be unreasonably withheld) shall be void.

15.2 If any Contract provision is found to be void or unenforceable, the remainder of the Contract shall not be affected. The parties will endeavor to replace any such void or unenforceable provision with a new provision that achieves substantially the same practical and economic effect and is valid and enforceable.

15.3 The Contract represents the entire agreement between the parties. No oral or written representation or warranty not contained in this Contract shall be binding on either party. Purchaser's and Company's rights, remedies and obligations arising from or related to sold under this Contract are limited to the rights, remedies and obligations stated in this Contract. No modification, amendment, rescission or waiver shall be binding on either party unless agreed in writing.

15.4 Except as provided in Article 12 (Limitations of Liability), this Contract is only for the benefit of the parties, and no third party shall have a right to enforce any provision of this Contract, whether under the English Contracts (Rights of Third Parties) Act of 1999 or otherwise.

15.5 This Contract may be signed in multiple counterparts that together shall constitute one agreement.

16. US Government Contracts

16.1 This Article 17 applies only if the Contract is for the direct or indirect sale to any agency of the U.S. government and/or is funded in whole or in part by any agency of the U.S. government.

16.2 Purchaser agrees that all Products provided by Company, meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial item" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101. To the extent the Buy American Act, Trade Agreements Act, or other domestic preference requirements are applicable to this Contract, the country of origin of Products is unknown unless otherwise specifically stated by Company, in this Contract. Purchaser represents and agrees that this Contract is not funded in whole or in part by American Recovery Reinvestment Act funds unless otherwise specifically stated in the Contract. The version of any applicable FAR clause listed in this Article 16 shall be the one in effect on the effective date of this Contract.

16.3 If Purchaser is an agency of the U.S. Government, then as permitted by FAR 12.302, Purchaser agrees that all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these Terms and Conditions. Purchaser further agrees the subparagraphs of FAR 52.212-5 apply only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Contract Price.

16.4 If Purchaser is procuring the Products as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. Government, then Purchaser agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Contract Price.

17. Private Label

17.1 If the Purchaser opts to use their own product label design and product documentation such as safety data sheets or technical specification sheets, even if the design and/or content was produced by Company, the Purchaser assumes all responsibility for the accuracy of those documents and their adherence to federal and local regulatory requirements. Purchaser will indemnify Company for any and all claims resulting from the Purchaser's product label and documents in accordance with Section 8

18. Pick Up Orders

18.1 If any ordered products are to be picked up from an Isel LLC facility, pick ups must be made within ten (10) days. If purchaser fails to pick up order within this time frame, Company reserves the right to ship all products and equipment to Purchaser's facility. Purchaser will be responsible for all shipping expenses incurred by Company.