

SELAH TECHNOLOGIES, LLC

SALES TERMS AND CONDITIONS

1. CONTRACT FORMATION; ACCEPTANCE. These Sales Terms and Conditions and any document of Seller attached hereto, and any other written or electronic communication of Selah Technologies, LLC ("SELAH") that directed customer ("Purchaser") to or incorporates these Sales Terms and Conditions, shall collectively constitute the "Agreement" (and in the event of any conflict, these Sales Terms and Conditions shall prevail) governing the sale of the goods and services described in the Agreement (the "Products"). Purchaser shall be deemed to have accepted the provisions of the Agreement, including these Sales Terms and Conditions, by manifesting such acceptance by any of the following: (a) signing and returning to SELAH a copy of the Agreement; (b) sending to SELAH a written acknowledgement of the Agreement; (c) placing a purchase order or giving instructions to SELAH respecting manufacture, assortment, or delivery of Products (including instructions to bill and hold) following receipt of the Agreement; (d) failing to cancel a pending purchase order within ten (10) days after receiving the Agreement; (e) accepting delivery of all or any part of the Products; (f) paying for all or any part of the Products; or (g) indicating in some other manner Purchaser's acceptance of the Agreement. SELAH may revoke its offer to sell the Products at any time prior to Purchaser's acceptance. Upon acceptance, Purchaser irrevocably agrees and commits to purchase the Products in accordance with the Agreement. SELAH HEREBY OBJECTS TO AND REJECTS THE PROVISIONS OF ANY PURCHASE ORDER OR OTHER DOCUMENT WHICH IS INCONSISTENT WITH OR IN ADDITION TO THE PROVISIONS OF THE AGREEMENT, INCLUDING THE SALES TERMS AND CONDITIONS (WHICH INCONSISTENT OR ADDITIONAL PROVISIONS ARE HEREBY EXCLUDED FROM THE AGREEMENT), AND SELAH'S OFFER AND OBLIGATIONS ARE EXPRESSLY CONDITIONED UPON PURCHASER'S ACCEPTANCE OF THESE SALES TERMS AND CONDITIONS.

2. PRICES. All prices stated in this Agreement exclude transportation, freight, insurance or any sales, use, excise or other taxes, duties, fees or assessments imposed by any jurisdiction, all of which shall be paid by Purchaser unless appropriate exemption certificates are provided. All prices are subject to adjustments necessitated by SELAH's compliance with any government action. All prices and other terms are subject to correction for typographical or clerical errors.

3. PAYMENT. Unless otherwise specified, and subject to credit approval, payment shall be due in full within thirty (30) days from the invoice date. Invoices not paid in full shall be subject to a service charge of one and one-half percent (1.50%) per month, or the maximum rate permitted by law, whichever is less, on any past due amount.

4. PRODUCT ACCEPTANCE. All Products delivered hereunder shall be deemed accepted by Purchaser as conforming to this Agreement, and Purchaser shall have no right to revoke any acceptance, unless written notice of the claimed nonconformity is received by SELAH within thirty (30) days of delivery thereof. Notwithstanding the foregoing, any use of the Products by Purchaser, its agents, employees, contractors or licensees, for any purpose, after delivery thereof, shall constitute acceptance of the Products by Purchaser.

5. DEFAULT. Purchaser shall be in default and fundamental and material breach of this Agreement upon the occurrence of any of the following: (a) Purchaser's uncured breach or nonfulfillment of this or any other agreement with SELAH; (b) Purchaser's failure to open any letter of credit required by SELAH in accordance with the Agreement; (c) Purchaser's failure to make timely payment to SELAH for any installment of the Products; (d) Purchaser's failure to assort, specify, or accept any installment of non-defective Products; (e) Purchaser's insolvency, calling of a meeting of its creditors, or general assignment for the benefit of its creditors; or (f) commencement of bankruptcy, insolvency, reorganization, arrangement or similar proceedings concerning Purchaser (but, in the case of involuntary proceedings, only if not dismissed within thirty (30) days after commencement). In the event of any such default by Purchaser, SELAH may, in addition to any other rights

and remedies under applicable law, exercise any one or more of the following rights and remedies, which are intended to be cumulative and not mutually exclusive: (i) cancel any part of this Agreement (including any warranty) or any other agreement with Purchaser (with Purchaser liable for damages); (ii) defer any shipment under this or any other agreement; (iii) declare immediately due and payable all outstanding invoices under this or any other agreement; (iv) immediately repossess all or any part of the Products in transit or in the custody or control of Purchaser pursuant to this or any other agreement, at the sole risk and expense of Purchaser; (v) finish all or any portion of its performance of the Agreement and charge Purchaser up to the full Agreement price and (vi) re-sell all or any part of the Products covered by this or any other agreement, or any materials supplied for the Agreement, at public or private sale, with Purchaser responsible for all losses and expenses incurred in such sale.

6. DELIVERY. Products shall be shipped F.O.B. SELAH's place of manufacture to any location designated by Purchaser (subject to Section 11) and Purchaser assumes all responsibilities for risk of loss of, or damage to, the Products furnished hereunder upon delivery to the common carrier. Unless otherwise agreed to in writing by SELAH, all transportation charges and expenses shall be paid by Purchaser, including the cost of any insurance against loss or damage in transit which SELAH may obtain. SELAH reserves the right to ship Products freight collect. Delivery dates quoted by SELAH are approximate, not guaranteed and subject to confirmation. Delays in delivery shall not be deemed a breach of this Agreement. SELAH shall not be liable for any damage or penalty arising from delay in delivery or from failure to give notice of any delay. All Products must be inspected upon receipt and claims filed by Purchaser with the transportation company when there is evidence of shipping damage, either concealed or external.

7. CANCELLATION. Orders will not be subject to cancellation or modification either in whole or in part, without SELAH's written consent, and then only under terms that will reimburse SELAH for all applicable costs incurred by it, including costs of purchased goods and equipment, engineering and design costs, and a reasonable amount for profit as liquidated damages, provided that in no event shall the cancellation charge be less than ten percent (10%) of the purchase price.

8. LIMITED WARRANTY. SELAH warrants to the original Purchaser that Products furnished under this Agreement will conform to the applicable specifications provided by SELAH (within the ranges and deviations specified therein) for a period of ninety (90) days after delivery. SELAH's liability and Purchaser's sole remedy under this warranty is limited to repair or replacement of items determined by SELAH to be defective or, at SELAH's sole option, refund of the purchase price paid SELAH for such items. SELAH shall have no liability under this warranty unless SELAH is notified in writing promptly upon Purchaser's discovery of the defect and the defective items are returned to SELAH, freight pre-paid, and received by SELAH not later than ten (10) days after expiration of the warranty period. Notwithstanding the foregoing warranties and remedies, SELAH shall have no obligation hereunder if the Products become defective in whole or in part as a result of improper use, alteration or abuse after having been delivered by SELAH, or any reason set forth in Section 12. Purchaser agrees to indemnify SELAH against all claims arising out of or resulting from the operation or use of the Products.

9. INTELLECTUAL PROPERTY. The Products may have been manufactured using tools, processes, applications, and procedures developed by SELAH and the Products may include certain intellectual property including patents, copyrights, trademarks, trade secrets or other proprietary rights owned or controlled by SELAH (collectively, the "*Intellectual Property*"). SELAH retains all ownership rights to such Intellectual Property and nothing herein shall convey any right to Purchaser to such Intellectual Property. Purchaser retains ownership of its designs and specifications provided to SELAH and licenses SELAH to use such specifications and designs as contemplated herein. Purchaser may not resell, distribute, copy, reverse engineer or

create any equivalent of the Products or allow others to do so. SELAH makes no warranties or representations that Purchaser's designs and specifications do not infringe the intellectual property rights of others. Purchaser shall defend and hold SELAH harmless against any expense, loss, costs or damages resulting from any claimed infringement of patents, trademarks or other intellectual property rights arising out of compliance by SELAH with Purchaser's designs, specifications or instructions. No licenses, either expressed or implied, are granted hereby other than to use the Products supplied hereunder, and SELAH reserves all rights not expressly granted under this Agreement.

10. DISCLAIMER OF OTHER WARRANTIES. EXCEPT AS OTHERWISE EXPRESSLY WARRANTED IN THIS AGREEMENT, THE PRODUCTS, ANY OTHER MATERIALS, AND/OR SERVICES PROVIDED BY SELAH ARE PROVIDED "AS IS" AND "WITH ALL FAULTS," AND SELAH EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF OPERABILITY, CONDITION, NONINFRINGEMENT, NON-INTERFERENCE, QUIET ENJOYMENT, VALUE, ACCURACY OF DATA, OR QUALITY, AS WELL AS ANY WARRANTIES OF MERCHANTABILITY, SYSTEM INTEGRATION, WORKMANSHIP, SUITABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT.

11. LIMITATION OF LIABILITY. IN NO EVENT WILL SELAH BE LIABLE TO PURCHASER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF SELAH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE AGGREGATE CUMULATIVE LIABILITY OF SELAH TO PURCHASER FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, SHALL NOT EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY PURCHASER HEREUNDER. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. PURCHASER ACKNOWLEDGES AND AGREES THAT THE FOREGOING LIMITATION OF LIABILITY, AS WELL AS THE DISCLAIMERS SET FORTH IN SECTIONS 7 AND 9, FORM AN ESSENTIAL BASIS OF THIS AGREEMENT AND THAT THE ECONOMIC TERMS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT IN THE ABSENCE OF ANY SUCH LIMITATIONS, AND/OR DISCLAIMERS.

12. LIMITED USE. Products have not been approved for use by any regulatory agency. Without Purchaser obtaining proper regulatory approval, the Products are not for any human or animal therapeutic or clinical diagnostic use and are not intended for food, drug, household, agricultural, or cosmetic use.

13. EXPORT CONTROL. Purchaser agrees to comply fully with all applicable export administration laws and regulations. Products are intended for civilian, non-military purposes only. Purchaser agrees not to resell, re-export, transfer or ship, directly or indirectly, any Products or information provided hereunder, in any form, without obtaining appropriate export or re-export licenses. If an export license is required by SELAH in order to lawfully deliver any Products ordered by Purchaser, then the issuance to SELAH of all necessary licenses shall constitute a condition precedent to SELAH's obligations to sell such Products to Purchaser.

14. MISCELLANEOUS. SELAH shall not be liable to Purchaser for any failure, delay, or interruption in the performance of any of the terms or conditions contained in this Agreement due to causes

beyond the reasonable control of SELAH, including, without limiting the generality of the foregoing, strikes, boycotts, labor disputes, embargoes, fire, acts of God, acts of public enemy, acts of governmental authority, floods, riots, or rebellion. SELAH and Purchaser each act and shall act at all times as independent contractors, and nothing contained in this Agreement shall be construed or implied to create an agency, partnership or employer-and-employee relationship between them. If any term or provision of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, or enforceability of the remainder of the Agreement shall not thereby be affected, and this Agreement shall be deemed amended to the extent necessary to delete such provision. This Agreement shall be governed by the laws of the State of South Carolina without regard to conflicts of law principles thereof or to the United Nations Convention on the International Sale of Goods and all causes of action arising under this Agreement shall be brought exclusively in the state or federal courts in Greenville County, South Carolina. Purchaser agrees to pay SELAH's expenses for all of its costs of collection, including reasonable expenses incurred in connection with any arbitration or judicial proceeding, incurred with respect to any past due or default in payments. This Agreement sets forth the entire agreement and understanding between Purchaser and SELAH with respect to the subject matter herein and supersedes and merges all prior oral or written negotiations, agreements, proposals, discussions and understandings between Purchaser and SELAH with respect to such subject matter. If the Products purchased from SELAH are to be used in the performance of a U.S. government (sub)contract, no government requirements or regulations shall be binding upon SELAH unless specifically agreed to by SELAH in writing. No modification, amendment, rescission, waiver or other changes to this Agreement shall be binding on SELAH unless agreed to in writing by an authorized representative of SELAH.