

TERMS AND CONDITIONS

RUBIG US Inc., 4th of April 2013

PURCHASE ORDER – TERMS AND CONDITIONS

This Purchase Order by Rubig US, Inc. (hereinafter referred to as "Buyer" becomes a binding contract, subject to the terms and conditions hereof, upon confirmation of this Purchase Order or upon the commencement of performance by the Seller (the party accepting this Purchase Order). ANY CHANGE, ADDITION, OR MODIFICATION TO THIS PURCHASE ORDER MUST BE AGREED TO IN WRITING BY THE BUYER.

TITLE – Title to the goods purchased by the Purchase Order remains with the Seller until they are off-loaded at Buyer's facility, or site otherwise specified on the face of this Purchase Order. However, in all cases Seller must bear all risks of loss or damage in transit.

DELIVERY – Time of the essence and delivery of goods shall be made pursuant to the schedule, via the carrier and to the place specified on the face of the Purchase Order. The Buyer reserves the right to return, shipping charges collect, all goods received in advance of the delivery schedule. If no delivery schedule is specified, the order shall be filled promptly and the delivery will be made by the most expeditious from approved transportation. In the event the Seller fails to deliver the goods within the specified timeframe, the buyer may, at its option, decline to accept the goods and terminate the Purchase Order or may demand its allocable fair share of Seller's available goods and terminate the balance of the Purchase Order.

CHANGES – Buyer shall have the right at any time to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery and method of transportation. If any such changes cause an increase or decrease in the costs, or the time required for the performance, an equitable adjustment shall be made and this agreement shall be modified in writing accordingly. Seller agrees to accept any such changes subject to this paragraph.

PACKAGING – Seller shall package all items in suitable containers to permit safe transportation and handling. Each delivered container must be labeled with packing sheets for identification of the contents. The Buyer's Purchase Order number must appear on all shipping containers, packaging sheets, delivery tickets and bills of lading.

FREIGHT – Seller must comply with the shipping terms and instructions as stated on the face of this Purchase Order. Failure to accurately follow the shipping terms and instructions as stated may result in one of the following: (1) a chargeback for the freight cost difference, (2) a chargeback for the freight cost difference plus an administrative charge; or (3) a chargeback for the full cost of the freight.

INSEPTION – All goods purchased are subjected to inspection, test and approval at destination by the Buyer, notwithstanding prior payments or inspections at the source. The Buyer, without limitation to its other rights under this Purchase Order, may reject any goods that contain defective materials or workmanship, do not meet the specifications, or otherwise do not conform to this Purchase Order. Defective material or material not in accordance with the Buyer's specifications will be held for Seller's instructions for 30 working days and at Seller's risk and expense. Acceptance of goods shall not be deemed to alter or affect the obligations of the Seller or the rights and remedies of the Buyer under any other provision of this Purchase Order. Buyer reserves the right, at Seller's expense, to inspect before shipment, or during the process of manufacture, any goods on this order.

OVER SHIPMENT – Quantities in excess of that shown in this Purchase Order, if rejected, will be returned at Seller's risk and expense. Any excess quantities that the Buyer accepts shall be at the Purchase Order price.

PAYMENT – Seller agrees to submit an invoice with each shipment showing the Purchase Order number. Applicable taxes or other charges, such as shipping cost, duties, customs, tariffs, imposts and other government imposed surcharges shall be stated separately on Seller's invoice. The Buyer reserves the right to return the incorrect invoices. No allowance will be made for boxes, reels, drums or other returnable containers unless so stated in Purchase Order and invoiced separately. Payment does not constitute acceptance.

TERMINATION – The Buyer reserves the right to cancel this Purchase Order or any part thereof without penalty if Seller breaches any of the terms hereof.

WARRANTY – Seller expressly warrants that all goods furnished pursuant to this Purchase Order will be free from defects in material, workmanship and title. Seller warrants that all goods provided will be new and will not be used or refurbished. Further, Seller warrants all goods will conform to all applicable specifications, drawings, and shall be for its intended use and service. If it appears, within one year of the date of delivery, that the goods delivered hereunder do not meet the warranty specified above, Buyer shall promptly notify the Seller; the Seller shall thereupon correct any defect either by repair or replacement of the defective goods subject to the approval of the Buyer, at the Seller's expense, provided that the Buyer's continued use of the said defective pending repair or replacement shall not constitute a waiver by the Buyer under this Purchase Order.

INDEMNIFICATION – Seller agrees to indemnify and hold harmless the Buyer from and against all demands, claims, suits, costs of defense, liabilities and other expenses for damage or damaged to property or for injury or injuries to or death of any person or persons in any way arising from the furnishing of any goods and services provided under this Purchase Order except liability or damage arising from the sole negligence or wilful misconduct of the Buyer, its agents or employees. The indemnification shall be in addition to the warranty obligations of Seller.

FORCE MAJEURE – Buyer shall have the right to terminate the Purchase Order, without any liability of any kind to Seller, at any time upon written notice to Seller in the event that the Purchase Order is suspended for more than 30 days by reason of force majeure.

MISCELLANEOUS – All rights granted to Buyer under the Purchase Order shall be in addition to and not in lieu of Buyer's rights arising by operation of law. Any provisions of the Purchase Order which are typewritten by Buyer shall supersede any contrary or inconsistent printed provisions. All the terms of the Purchase Order shall apply to additional quantities of the goods and/or additional services ordered by the Buyer to the extent covered by a new written agreement. The price set forth in the Purchase Order includes the cost of manufacturing, packaging, labelling, storage, cartage and shipping, unless otherwise specified therein. Buyer specially rejects any interests, service or late charges.

CONFIDENTIAL INFORMATION – Seller agrees not to disclose to any person of its employ, nor to use for any purpose other than to fulfil its obligations under this Purchase Order, any information which is received by Seller from Buyer and which relates to this Purchase Order, or which is developed hereunder, until such information is made publicly available by Buyer. Upon completion or termination of this Purchase Order, Seller agrees to return to Buyer upon request (a) all drawings, blueprints, software, hardware, tools engineering supplier descriptions, customer identification and lists, and other material received from Buyer and (b) all materials containing said information, all of which Seller acknowledges are the property of the Buyer. Seller further agrees not to disclose to Buyer any information of Seller or any other third party that is confidential or otherwise restricted. It is understood that any information received by Buyer may be used by Buyer as Buyer sees fit and without legal liability.