

Universal Commodity Services, Inc.
Sale Order Terms and Conditions

The Sale Order Form, these Sale Order Terms and Conditions, and any attachments hereto (collectively, the "Sale Order") are the exclusive terms and conditions for the delivery of specified goods or materials to the named purchaser ("Purchaser") by and for the benefit of Universal Commodity Services, Inc. ("UCS").

1. **ACKNOWLEDGMENT AND ACCEPTANCE OF SALE ORDER BY PURCHASER.** (a) Upon acceptance of this Sale Order by Purchaser as set forth herein, Purchaser shall be bound by the terms and conditions contained herein. This Sale Order is deemed accepted by Purchaser upon the earlier to occur of the following: (1) Purchaser's indication of acceptance; or (2) the Sale Order Form is sent to Purchaser and Purchaser does not object in writing to any of the terms and conditions contained herein within two (2) business days; or (3) UCS's shipment of the goods described on the Sale Order Form.

2. **SET OFF.** In the event of any breach, partial or total non-performance hereunder by Purchaser, UCS may set-off or withhold any monies received from Purchaser (i) under this Sale Order; or (ii) under any other agreement or contract with UCS; or (iii) by operation of law. This provision does not limit or exclude any other remedies available to UCS under applicable law or this Sale Order.

3. **PURCHASE ORDER.** Purchaser shall send purchase order by mail to the address listed on the front of this Sale Order Form, by fax to the address to the number listed on the Sale Order Form, or by email to the address(es) stated on the Sale Order Form. Purchaser shall provide one invoice for each Sale order per shipment and shall not send UCS an invoice prior to making shipment. Invoices must bear UCS's Sale Order Form number for Purchaser to

receive consideration for payment. Discounted invoices will be paid in accordance with the terms stated on this Sale Order.

4. SHIPPING. All shipments shall comply with the guidelines and description of goods set forth on the Sale Order Form and as otherwise stated on this Sale Order.

5. TIMELINESS. Time is of the essence. UCS may, at its option, and without limiting its other rights or remedies, cancel all or any unfilled part of this Sale Order if payment is not made within the number of days specified on the Sale Order Form. UCS may, at its discretion, charge Purchaser for any loss or expense incurred as the result of Purchaser's failure to make timely payment.

6. ACCEPTANCE OF GOODS BY UCS: Delivery of the goods will be deemed to be complete only when delivered pursuant to a valid Sale Order.

7. RISK OF LOSS. Title and risk of loss for the goods subject to this Sale Order remain with Purchaser until such goods have been delivered to Purchase at the destination specified in this Sale Order.

8. TERMINATION/FORCE MAJEURE. UCS may cancel this Sale Order in whole or in part or change the specifications at any time prior to delivery of goods to UCS as set forth on the Sale Order Form. UCS and Purchaser shall not be responsible for any damages whatsoever under this Sale Order arising from "Acts of G-d" (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service. If a party asserts Force Majeure as an excuse for failure to perform the party's

obligation, then the nonperforming party must prove that the party took reasonable steps to minimize delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of an event described herein.

9. WARRANTIES. NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE PROVIDED. GOODS PROVIDED UNDER THIS SALE ORDER ARE SOLD “AS IS” AND “WHERE IS”.

10. INDEMNIFICATION. To the fullest extent permitted by law, Purchaser shall defend, indemnify and hold harmless UCS, its employees, officers, trustees, and/or agents from and against any and all liabilities, claims, damages, losses, suits, proceedings, investigations, actions, causes of actions, obligations, costs, and expenses, including but not limited to legal expenses and attorneys’ fees, arising out of or resulting from: (i) breach of any term or provision of this Sale Order; (ii) violation of applicable law; (iii) performance or non-performance by Purchaser in connection with this Sale Order; (iv) infringement of any intellectual or other proprietary right of any third party; or (v) Purchaser’s negligent acts or omissions or intentional misconduct. This Section shall survive termination of this Sale Order.

11. CONFIDENTIALITY. All information conveyed by UCS to Purchaser regarding UCS’s business, prices, costs, discounts, customers and distributors, purchasers of UCS’s goods, trade secrets, and know-how and concepts used by UCS, is proprietary and confidential (“Confidential Information”). Purchaser agrees that it will not use or disclose any such Confidential Information to others and will advise its employees and agents of the confidentiality of such Confidential Information and take all other steps necessary to protect UCS’s Confidential Information. PURCHASER AGREES THAT UCS IS WITHOUT REMEDY AT LAW TO

ENFORCE THE CONFIDENTIALITY PROVISIONS OF THIS SALE ORDER AND, AS SUCH, THE EMPLOYEE AGREES THAT UCS MAY ENFORCE THESE PROVISIONS THROUGH INJUNCTIVE RELIEF WITHOUT THE NECESSITY OF POSTING A BOND. This Section shall survive termination of this Sale Order.

12. SOLICITATION PROHIBITED. During the term of UCS's relationship with Purchaser, whether or not subject to this or any other Sale Order, and for a period of twenty-four (24) months thereafter, Purchaser shall not, directly or indirectly, (i) solicit, attempt to solicit, attempt in any manner to sell goods to customers of UCS where (a) such customers became first known to Purchaser through UCS, or (b) the customer information was first tendered to the Purchaser by UCS ("Customers") or (ii) by-pass, compete, avoid, circumvent, attempt to circumvent or contact in any manner such Customers regarding the sale of goods. In the event Purchaser breaches this Section, UCS shall be entitled to recover as liquidated damages 15% of all revenue earned by Purchaser for sales and/or Sales performed in violation of this Section during the twenty-four (24) month period commencing from the date the first sale or Sale occurs together with any and all expenses incurred by UCS, including without limitation attorneys' fees, in enforcing this provision. This Section shall survive termination of this Sale Order.

13. WEIGHT. UCS's determination of weights via Third-Party Certified Scale Ticket(s), China Port Scale Ticket(s), Certified Scale Ticket(s) obtained in China or any other third-party designated by UCS shall govern for all goods shipped under this Sale Order in the event of breach by either party to this Sale Order.

14. GOVERNING LAW AND VENUE. This Sale Order shall be governed and construed according to the laws of the State of New York without regard to principles of conflicts of law. Any and all actions or proceedings involving this Sale Order may not be

submitted to arbitration unless specifically agreed thereto in writing by UCS, but must instead only be heard in the State Courts of New York, with venue to be established in Kings County, which courts will have exclusive jurisdiction for such purposes. THE PARTIES WAIVE ALL RIGHTS TO A JURY TRIAL FOR ANY AND ALL CAUSES OF ACTION BROUGHT UNDER THIS SALE ORDER.

15. ATTORNEYS' FEES AND COSTS. The prevailing party to any action brought under this Sale order shall be entitled to its reasonable attorneys' fees and costs.

16. ENFORCEABILITY. If any provision of this Sale Order is determined to be unenforceable, invalid, or void, in any respect, the remaining provisions shall remain in full force and effect.

17. TERM AND TERMINATION. The term of this Sale Order shall be thirty (10) days from the effective date as set forth in Section "1" above. Either party may terminate this Sale Order at any time by giving the other party at least five (5) days written notice of such termination prior to delivery of goods as set forth on the Sale Order Form.

18. MERGER CLAUSE. No deletion, addition, or amendment of this Sale Order whether contained in Purchaser's acknowledgment, invoice, packing list, delivery slip, or any other communication is binding without UCS's express written approval. The parties further agree that this Sale Order contains the entire agreement between the parties and supersedes any prior written and oral agreements.