

TERMS AND CONDITIONS

The following terms and conditions shall apply to all transactions between Seller and Indcon, whether or not such transaction is verbal or evidenced in writing:

INDEMNITY: Seller agrees to indemnify and hold harmless Indcon for any damages or injury to person or property that occur as a result of the use of any product, or any defect of any product purchased by Indcon, and to reimburse Indcon for any loss, costs, obligation or liability resulting from any and all demands, claims, suits, fines, penalties, proceedings, or actions of any kind related to the completion of this contract or to the application or installation of any product purchased by Indcon.

WARRANTIES: Seller warrants that all products and services supplied by Seller are free from defects in material and workmanship, are fit for their intended purpose, and meet any specifications, data sheets, or descriptions set forth by Seller. In addition to any other remedies available to Indcon at law or in equity, if any products or services are found to be defective after acceptance by Indcon, Seller shall, at Indcon's option and at no expense to Indcon, (i) promptly replace or repair the defective products or services, (ii) accept goods returned by Indcon and promptly issue Indcon a full refund or credit, or (iii) reimburse Indcon for its expenses in repairing any defects. Seller is responsible for all shipping charges related to the return, replacement or repair of defective products.

DELAY: Neither party will be deemed to have breached this contract as a result of delays in performance where such delays result from acts of God, riots, acts of war, governmental regulations imposed after the fact, or other occurrences that are beyond the reasonable control and without the fault of the party seeking excuse hereunder. Any party seeking excuse will promptly notify the other party in writing of its delay and take all reasonable steps to mitigate the effect of such delay. The time of performance shall be extended by a period of time equal to the length of any such excused delay.

CANCELLATION OR DEFAULT: In the event of a breach, default, or threatened breach or default by Seller, Indcon may cancel this contract and pursue all available remedies whether in contract, law, equity, or otherwise.

MODIFICATION: No modification of this contract may be made except in writing signed by an Indcon representative. Any subsequent additions, modifications, or subsequent agreements or contracts between Indcon and Seller, whether written or verbal, are subject to these terms and conditions.

NO WAIVER: No action or failure to take action by Indcon related to a breach or default of Seller shall constitute a waiver, whether prior or subsequent, of the same or any other obligation of Seller.

ATTORNEY FEES: If any action at law or in equity shall be brought on account of any breach of this contract, or to enforce or interpret any of its covenants, terms, or conditions, the prevailing party shall be entitled to recover from the other party reasonable attorney fees, the amount of which shall be fixed by the court and shall be made part of any judgment or decree rendered.

SEVERABILITY: This contract is intended to be severable, and if any portion or term is held invalid or unenforceable, such a holding shall not affect the validity or enforceability of any other portion or term of this contract.

GOVERNING LAW AND CHOICE OF FORUM: The parties to this contract agree that this contract will be governed and construed in accordance with the laws of South Carolina. The parties agree that any dispute regarding this contract, including the existence or enforceability thereof, shall be heard in the appropriate court of the state of South Carolina or in the United States District Court for the District of South Carolina.

COMPLETE AGREEMENT: In addition to any executed distribution or supply agreement, the terms contained in this document constitute the complete agreement between Indcon and Seller. No other valid writings or terms relating to this agreement exist. No additions or modifications are valid except those made in accordance with these terms.