

**TERMS AND CONDITIONS OF SALE**

1. Acceptance. The following terms and conditions of sale are applicable to all sales of Products or Services, all quotations, order acknowledgements, and invoices from Barantec, Inc. (the "Company") and to all Purchase Orders from the Company's customers (the "Customer") and are the only terms and conditions applicable to the sale of the Company's Products or Services, except those relating solely to quantities, shipping instructions, or descriptions of the products set forth in the Customer's Purchase Orders (collectively, "Purchase Order Terms"). Purchase Orders, if accepted by the Company, are accepted subject to the terms and conditions set forth herein. Any change to the terms and agreement of sales as set forth hereto, are hereby rejected by the Company regardless if such changes are proposed by the Customer in any written form electronically or in hard copy any such terms will be void and have no effect unless mutually agreed in writing by both parties. The Customer's acceptance of Products or Services ("Products or Services") called for in said Purchase Order shall constitute its acceptance of the following terms and conditions of sale (these "Terms and Conditions"). Any changes to these terms and conditions must be in writing clearly identifying the change and signed by the Company.

2. Quotations. Quotations are submitted in Writing and are valid for 60 days from the date of the quotation unless otherwise set forth in the Company's quote. All quotations by the Company are subject to change or withdrawal without prior notice to the Customer. All quotations are subject to approval by the Company of the Customer's credit application. The Company shall have no obligation to sell or deliver Products or Services covered by the Company's quotation.

3. Prices. Prices are in U.S. Dollars according to an internal price list issued by the Company and are subject to change without notice. The Company reserves the right to change prices and/or surcharges and Customer agrees to accept such price increase or surcharge until the term of such price increase or surcharge or until the termination of the contract to which these terms and conditions apply is reached. Time of payment is of the essence. All orders are accepted subject to the Company's price in effect at time of shipment.

4. Terms of Payment. The Customer will not affect or alter the payment terms or the timing of the Customer's payment obligations. Under no circumstances will the Customer have a right of set-off. The Company shall have the right to offset its payables against its receivables related to goods or services purchased from the Company. Terms of payment are thirty (30) days net from the date of the Company's invoice. Late payment will result in a 1.5% per month interest charge, which the Customer, by submitting a Purchase Order to the Company agrees to pay. In the event the Customer fails to make payment in accordance with the terms and condition of sales, the Customer will indemnify the Company for all costs and expenses, including reasonable attorney fees, court costs, and associated expenses incurred by the Company.

5. Cancellation. The Company reserves the right to cancel any Purchase Orders or part thereof, for a reason or for no reason, by providing a thirty (30) day prior written notice to the Customer. The Customer's Purchase Order is final and cannot be canceled, terminated or modified, in whole or in part, except with the Company's written consent. If the Customer nonetheless repudiates the contract or notifies the Company to proceed no further therewith, the Company shall have the right to deliver all finished goods and goods in process, and the Customer agrees to accept same and to pay to the Company the contract price for all finished goods plus reimbursement, including lost profits, for unfinished goods.

6. Credit Approval. All shipments to be made hereunder shall at all times be subject to the approval of the Company's credit department. The Company may invoice The Customer and recover for each shipment made as a separate transaction without regard to any other order or agreement with the Company. If, in the Company's sole judgment, the financial responsibility of the Customer is or becomes unsatisfactory, then the Company may, at its option and without prejudice to any of its other remedies, (a) defer or decline to make any shipments hereunder except upon receipt of satisfactory security or cash payments in advance, and / or (b) terminate all Purchase Orders of Customer.

7. Custom Product. Purchase Orders for custom made products are final and cannot be cancelled. Prior to determining a delivery date and lead times, the Company will issue a detailed drawing in PDF format, for the Customer to approve and sign. Delivery date count will commence on the date the drawing has been approved and signed by the Customer. All custom made products are non-cancelable and non-returnable (NC/NR).

8. Delivery and Shipping Terms. All shipments are FOB Clifton, NJ and shall become the property of the Customer upon delivery to the carrier unless other arrangements are made in writing. The Company will not bear any liability for loss, damage, or destruction once goods are assigned to the carrier. All shipping dates are approximate and the Company may inform the Customer by providing the Customer 10 days prior notice.

9. Technical Data. All physical properties, recommendations and statements are either based on the tests or experience that the Company believes to be reliable, but they are not guaranteed.

10. R&D and Tooling. Unless otherwise agreed in writing, all material, equipment, facilities, and special tooling, including but not limited to tools, jigs, dies, fixtures, molds, patterns, special taps, special gauges, special test equipment, and manufacturing aids and replacements thereof, used in the manufacture of the Products covered by any Purchase Order shall remain the property of the Company. Any material, tooling, or equipment furnished to the Company by the Customer shall be and remain the personal property of the Customer with the title to and right of possession remaining with the Customer.



11. Warranty of Products and Services The Company will warrant the Products with respect to the end-user against defects which prove to be the result of workmanship or faulty materials and will supply with the Products its standard international warranty (hereinafter: the "Warranty"). The Warranty will be the whole and sole Warranty with respect to the Products. The parties agree that all other warranties are hereby excluded and will not apply with respect to the Products, their quality, state, condition, description or suitability of purpose.

12. Proprietary Rights The Customer recognizes and acknowledges that all proprietary rights in the Products, including without limitation, any patents and/or design patents and/or trademarks and/or trade names and/or logos and/or trade secrets and/or copyrights in the Products and in any manuals an/or accompanying literature, are owned by, or have been licensed to the Company.

13. Integration Clause. These Terms and Conditions constitute the terms and conditions of sale between the Company and the Customer with respect to the Products covered by these Terms and Conditions, and supersedes any prior agreements, understandings, representations and quotations with respect thereto. No modification hereof shall be of any force or effect unless in writing and signed by the party claiming to be bound thereby.