

## TERMS AND CONDITIONS OF SALE

**Governing Law; Forum Selection.** All orders shall be governed by and interpreted in accordance with the laws of the State of Georgia, U.S.A., without regard to principles of conflicts of law. Manufacture, shipment and delivery are subject to any prohibition, restriction, priority allocation regulation, or condition imposed by or on behalf of the United States of America or any other governmental body with appropriate jurisdiction which may prevent or interfere with fulfillment of any order. WTI and Buyer hereby irrevocably submit to the jurisdiction of the Superior Court of Jackson County, Georgia in any action or proceeding arising out of or related to any order, and each party hereby irrevocably agrees that all claims in respect to such action or proceeding shall be heard and determined in such Superior Court.

**Modification of Terms.** These terms and conditions shall control the sale of WTI, Inc. (“WTI”) products. WTI’s acceptance of any order is expressly subject to Buyer’s assent to each and all of the terms and conditions set forth herein. Buyer’s assent to these terms and conditions shall be conclusively presumed from Buyer’s failure to submit written objection thereto, or from Buyer’s acceptance of all or any part of the goods or services ordered. No addition to or modification of these terms and conditions shall be binding upon WTI unless specifically agreed to by WTI in writing. If Buyer’s purchase order or other correspondence contains terms or conditions contrary to or in addition to the terms and conditions contained herein, acceptance of any order by WTI shall not be construed as an assent to such contrary or additional terms and conditions, or constitute a waiver by WTI of any of the terms and conditions stated herein. In case of any conflict with any other document, these terms and conditions shall control. Any reference to Buyer’s purchase order by WTI shall not affect or limit the applicability of the terms and conditions contained herein.

**Price.** Unless otherwise specified: (a) all prices, quotations, shipments, and deliveries by WTI are F.O.B. WTI’s warehouse; (b) all base prices, together with related extras and deductions, are subject to change without notice; (c) all orders are accepted subject to WTI’s price in effect at the time of shipment; and (d) all transportation and other charges are for the account of Buyer, including any increase or decrease in such charges prior to shipment.

**Taxes.** Any tax which WTI may be required to pay or collect through assessment or otherwise under any existing or future law upon or with respect to the sale, purchase, delivery, transportation, storage, processing, use, or consumption of any goods or services described herein, including without limitation, taxes upon or measured by the receipts from sales or services, shall be for the account of Buyer and may be added to the price of such goods or services. Buyer shall promptly pay the amount thereof to WTI upon demand, but may, in lieu of such payment, furnish tax exemption certificates acceptable to the appropriate taxing authorities to WTI.

**Setoff; Deductions.** In no event is Buyer authorized to deduct any amounts from the amounts owed to WTI unless specifically authorized in writing by WTI. Buyer agrees not to withhold any amounts due or set-off any amounts due to WTI on any grounds, including the grounds of alleged non-performance by WTI.

**Credit.** All orders are subject to the approval of WTI’s credit department. WTI may at any time refuse to make shipment or delivery if Buyer fails to fulfill the terms and conditions of payment or fails to provide security in compliance with WTI’s credit policies. WTI policies and/or practices may be changed at any time. WTI may require payment in full or other security in advance according to the policies.

**Default in Payment.** If Buyer fails to make payments on any contract between Buyer and WTI in accordance with WTI's terms, WTI, in addition to any other remedies available to it, may at its option: (a) defer further shipment until such payments are made and satisfactory credit arrangements are reestablished; or (b) cancel the unshipped balance of any order.

**Packaging.** WTI will use all reasonable means to comply with any packaging, loading, and/or bracing requirements specified by Buyer. WTI will charge for compliance with Buyer's special requirements in accordance with WTI's pricing list for extras in effect at the time of shipment. If no packaging, loading, or bracing requirements are specified by Buyer, WTI shall comply with industry standards for the method of transportation used for such goods.

**Quality Assurance.** WTI shall have no obligation to ensure that any goods or services purchased from WTI meet any special quality assurance specifications and/or other requirements unless such specifications and/or other requirements are set forth in Buyer's purchase order and expressly accepted by WTI.

**Technical Assistance.** Unless otherwise expressly agreed in writing by WTI, (a) any technical advice provided by WTI with respect to the use of goods or services furnished to Buyer shall be without charge; (b) WTI assumes no obligation or liability for any such advice, or for any results occurring as a result of the application of such advice; and (c) Buyer shall have sole responsibility for selection and specification of the goods or services appropriate for the end use of such goods or services.

**Transportation.** WTI will use all reasonable efforts to comply with Buyer's requests as to method of transportation, but WTI reserves the right to use an alternate method of transportation, whether or not at a higher cost to Buyer, if the method specified by Buyer is deemed by WTI to be unavailable or otherwise unsatisfactory for any reason. In any such case, WTI shall promptly notify Buyer of any such change.

**Damaged Goods.** If any goods arrive at Buyer's destination in a damaged condition or a shortage occurs, Buyer shall immediately report the damage or shortage to the delivering carrier and to WTI. Failure of Buyer to immediately report the damage or shortage shall result in Buyer waiving any claim against WTI for such damage or shortage. Any loss or shortage caused by damage in transit will be for account of Buyer.

**Claims.** Unless otherwise expressly agreed by WTI, claims respecting the condition of goods, compliance with specifications or any other matter affecting goods shipped to Buyer must be made promptly and in no event later than thirty (30) days after receipt of the goods by Buyer. In no event shall any goods be returned, reworked, or scrapped by Buyer without the express written authorization of WTI.

**Force Majeure.** WTI shall not be liable for any delay in or impairment of performance resulting in whole or in part from fire, floods, or other catastrophes, acts of God, strikes, lockouts or labor disruption, wars, riots or embargo delays, government allocations or priorities, raw material market conditions, shortages of transportation equipment, fuel, labor or materials, inability to procure supplies or raw materials, severe weather conditions, acts of terrorism, or any other circumstance or cause beyond the reasonable control of WTI.

**Disclaimer of Warranties and Limitation of Damages.** UNDER NO CIRCUMSTANCES SHALL WTI BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY DAMAGES WHATSOEVER INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOST PROFITS, BUSINESS INTERRUPTION, OTHER PECUNIARY LOSS, OR OTHER INCIDENTAL, TORT, ECONOMIC, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF ANY ORDER, EVEN IF WTI HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. WTI HEREBY DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.

**Cancellation.** Orders cannot be cancelled or modified by Buyer except with the express written consent of WTI.

**Termination.** WTI may terminate any order or any part thereof as allowed by these terms. Upon such termination, Buyer agrees to waive all claims for damages, including without limitation, any loss of anticipated profits, and to accept as its sole remedy for termination the reasonable additional costs of obtaining substitute goods of the same quantity and quality, provided such costs do not exceed the order price. Any claim for adjustment not asserted within ninety (90) days from the date of such termination shall be deemed to have been waived by Buyer.

**Waiver.** Waiver by WTI of any breach of any of the terms and conditions set forth herein shall not be construed as a waiver of any other breach, and the failure of WTI to exercise any right arising from any default of Buyer hereunder shall not be deemed to be a waiver of such right, which may be exercised at any subsequent time.

**Assignment.** Buyer shall not assign any order or interest therein without the prior written consent of WTI. Any such actual or attempted assignment without WTI's prior written consent shall entitle WTI to cancel such order upon written notice to Buyer.

**Complete Agreement.** These terms and conditions, together with Buyer's purchase and sales contract or agreement, if any, constitute the sole and entire agreement between Buyer and WTI with respect to any order. No addition to or variations from such terms and conditions, whether contained in Buyer's purchase order, any shipping release or elsewhere, shall be binding upon WTI unless expressly agreed to in writing by WTI.