

<b>1. ENTIRE AGREEMENT</b>
These terms and conditions (the " <b>Terms</b> ") represent the entire agreement of Axis Pipe and Tube, LLC. (the " <b>Supplier</b> ") and the Client (as defined in the credit application) in relation to the sale of the goods (the " <b>Goods</b> ") to be provided in accordance with the purchase order issued by the Client requesting the supply of Goods (the " <b>Order</b> "), and supersedes any and all prior agreements with respect to the subject matter thereof. Client's acceptance of Supplier's offer or quotation containing these Terms, or receipt of an Order acknowledgement by the Supplier containing these Terms without Client's giving written objection thereto within five (5) business days from receipt of the same shall constitute acceptance by Client of these Terms. These Terms shall apply to all sales of Goods to Client, unless expressly provided otherwise in writing. Client may not, modify cancel or withdraw any Order without the prior writing consent of the Supplier.
<b>2. DELIVERY.</b>
Each delivery term used in these Terms or otherwise by the Parties in the course of their dealings with one another shall have the respective meaning specified for each of those terms by Incoterms 2010, the International Chamber of Commerce official rules for the interpretation of trade terms published in 2010. In the event <b>Incoterms 2010</b> is silent as to a term or condition, these Terms shall control. Unless otherwise mutually agreed in writing by the Parties, delivery of Goods shall occur <b>FCA (Supplier's named facility)</b> , whereby Supplier shall load Goods on the means of transport provided by Client. Delivery of the Goods constitutes Client's acceptance thereof. Title, risk of loss, destruction or damage, to Goods will pass from Supplier to Client upon delivery of Goods to Client.
<b>3. PAYMENT</b>
3.1 Except as otherwise provided in the relevant Order, Supplier shall invoice Client upon delivery of Goods, and Client will pay Supplier within thirty (30) days of receipt of Supplier's invoice. Any amounts owed hereunder by Client shall be certified paid by check or wire transfer, in immediately available funds, to the bank account designated by Supplier in the invoice. The purchase price of the Goods set forth in the Order shall not be modify by any reason without the writing consent of the Supplier.
3.2 All Orders and deliveries are subject to the determination of Client's creditworthiness by Supplier at its sole discretion. In addition, Supplier shall at all times be entitled to require from Client all payment guarantees , pre-payment, partial payment or C.O.D. it may deem necessary.
3.3 Interest shall accrue on the unpaid portion of the invoice at a rate of one and one-half percent (1.5%) per month (18% per annum), or,
3.4 In addition to the remedies set forth in Section 3.3, in the event of non-payment, Client agrees to pay to Supplier: (i) all costs of collection and incidental and consequential damages incurred by Supplier, including, but not limited to, reasonable attorneys' fees and expenses; (ii) any commercially reasonable charges, expenses or commissions incurred in stopping delivery; (iii) additional transportation charges; and, (iv) Supplier's net additional expense incurred for the care and custody of Goods in connection with their return or re-sale or other lawful disposition thereof. In the event of any claim or legal action is brought by Client for any cause whatsoever, Client shall have no rights of retention or set-off with respect to the Goods or payments due under any invoice.
<b>4. TAXES.</b>
Any taxes, including, but not limited to sales, use, excise, Goods and Services Tax (GST) and Value Added Tax (VAT), that Supplier is required to collect or pay with respect to the sale, shipment or delivery of Goods, pursuant to the applicable Order are the responsibility of Client, and Client agrees to either provide Supplier with written proof of exemption from such taxes, pay such taxes directly or reimburse Supplier should Supplier be required by law to collect and remit such taxes.
<b>5 INSPECTION, CLAIMS AND RETURNED GOODS.</b>
<b>5.1 UNDAMAGED AND CONFORMING GOODS ARE NOT RETURNABLE. IF CLIENT WRONGFULLY REJECTS, OR, REVOKES ITS ACCEPTANCE OF UNDAMAGED OR CONFORMING GOODS, OR, DOES NOT PROVIDE EVIDENCE OF THE ALLEGED DAMAGE OR NON-CONFORMANCE WITHIN THE CLAIM PERIOD (AS SET FORTH IN SECTION 5.3), SUPPLIER SHALL HAVE THE RIGHT TO RECOVER ALL COSTS AND EXPENSES INCURRED AS A CONSEQUENCE OF, OR, IN CONNECTION WITH SUCH WRONGFUL REVOCATION OR REJECTION CLAIM.</b>
5.2 Client shall (i) inspect Goods for transportation-related damage or shortage immediately upon delivery; (ii) describe any such damage or shortage on the bill of lading; and (iii) immediately report the damage or shortage to Supplier and transporter's local representative (if any). Client may not reject or revoke the acceptance of Goods or fail to make payment for Goods without filing a claim with proof of such damage or non-conformance. The claim must include photographs, , any inspection or testing reports, and a copy of the original bill of lading signed by Client noting in detail the claimed damage or non-conformance.
5.3 Client shall provide written notice of non-transportation-related claims within ten (10) days from the date of discovery of any hidden damage or non-conformance or from the date on which a diligent purchaser should have discovered the hidden damage or non-conformance; and provide Supplier with written notice of rejection within ten (10) days from the date of delivery of Goods in case of patent damage or non-conformance. Failure to give written notice within the aforesaid period (The " <b>Claim Period</b> ") shall release Supplier from any liability thereof and shall constitute acceptance irrevocable acceptance of the Goods.
5.4 Client agrees to set aside, protect and hold such damaged or non-conforming Goods, at Client's sole cost, until Supplier can make arrangements for the inspection or return of Goods to Supplier's facilities. In no event shall damaged or non-conforming Goods be returned, reworked or scrapped by Client without Supplier's prior written authorization.
5.5 Upon notification that Client wishes to make a return for damaged or non-conforming Goods, Client shall submit its proofs of claim to Supplier, as well as any additional information that Supplier may reasonably require to establish the validity of the claim. Supplier reserves the right to require the submission of a sample of the damaged or non-conforming Goods.

<b>6. WARRANTY.</b>
6.1 Subject to the limitations hereafter set forth, Supplier warrants that the Goods manufactured by Supplier will meet the requirements or specifications set forth in the relevant Order, and be free from defects in materials and workmanship for a period of twelve (12) months from delivery.
<b>6.2 EXCEPT FOR THE WARRANTIES CONTAINED HEREIN, NEITHER SUPPLIER NOR ITS SUBCONTRACTORS MAKE ANY OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, RESULT, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR ANY IMPLIED WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. THE WARRANTIES CONTAINED IN THIS ARTICLE 6 ARE IN LIEU OF ALL OTHER WARRANTIES, TERMS, REPRESENTATIONS, GUARANTEES OR LIABILITIES, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED OR STATUTORY, AND SUCH OTHER WARRANTIES, TERMS, REPRESENTATIONS, GUARANTEES OR LIABILITIES, BASED IN LAW, STATUTE, COMMON LAW, CONTRACT, TORT, EQUITY OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY AND NEGLIGENCE) ARE DISCLAIMED. SUPPLIER'S (INCLUDING ITS SUBCONTRACTOR'S) WARRANTY OBLIGATIONS HEREUNDER, AND CLIENT'S REMEDIES (EXCEPT AS TO TITLE) ARE SOLELY AND EXCLUSIVELY AS STATED IN THIS ARTICLE 6.</b>
6.3 Liability of Supplier (including its subcontractors) under this warranty and under these Terms and Conditions in all circumstances, occurrences and events, including, but without limitation, to accidents, disease, injuries to persons (including death), environmental damage or violation of any environmental laws or regulations or property damage, or economic losses, shall be limited to repair or replacement, of the non-conforming Goods. Except as expressly set forth in Article 8.2 hereof, Client hereby waives any claim against Supplier for consequential, incidental, special, exemplary or punitive damages irrespective of whether any such claim arises in tort, contract, or by statute, rule or regulation.
6.4 Supplier further warrants all corrective actions it performs against defects in material or workmanship for a period of twelve (12) months from the date of the applicable repair, or replacement.
6.5 Products not manufactured by Supplier, are guaranteed in the manner and to the extent guaranteed by the actual manufacturer or service provider, and then only to the extent that Supplier is reasonably able to enforce it.
6.6 Neither Supplier nor its subcontractors shall have any warranty obligations with respect to any Good, or part thereof, which; (i) is normally consumed in operation, (ii) has a normal life inherently shorter than the warranty period specified herein, (iii) is not properly stored, installed, used, maintained or repaired, or is modified other than pursuant to Supplier's instructions or approval, or (iv) has been subjected to any other kind of detrimental exposure, or has been involved in an accident for which Supplier could not be responsible.
<b>7. TERMINATION FOR DEFAULT.</b>
7.1. If Supplier fails to commence actions to remedy any default of its obligations under these Terms within sixty (60) days from written notice given by Client, then Client may terminate the applicable Order without penalty or liability except for amounts payable in respect of Goods previously delivered to or accepted by Client.
7.2. In the event that Client becomes voluntarily or involuntarily the subject of proceedings under any bankruptcy or insolvency law, or other legal procedure for the relief of financially distressed debtors, or is unable, or, admits in writing its inability, to pay its debts as they mature, or takes or suffers any action for its liquidation or dissolution, or has a receiver or liquidator appointed for all or any part of its assets and, in the event any act of the aforesaid character is involuntary, the consequences thereof are not cured within ten (10) days from such occurrence, then Supplier will be entitled to immediately terminate all Orders or other agreements with Client by giving it written notice of termination.
7.3. If Client defaults in any of its obligations under these Terms, Supplier shall be entitled to (i) declare any unpaid balances under any and all Orders immediately due and payable; and/or (ii) terminate totally or partially its obligations under the applicable Order and any other agreements with Client; and/or (ii) suspend totally or partially deliveries of Goods under the applicable Order and any other agreements with Client. For such purposes, Supplier will give Client written notice of termination or suspension, which shall become effective if Client does not remedy its default within ten (10) days from receipt of Supplier's notice. Any legal action arising from the applicable Order, based on any grounds whatsoever, must be brought by Client within twelve (12) months from the date of delivery of the respective Goods.
<b>8. LIABILITIES AND INDEMNITIES.</b>
8.1. Client acknowledges that it has a superior knowledge of the ultimate use of Supplier's Goods and Client acts as a learned intermediary in regards to such ultimate use. Client shall save, defend, indemnify, and hold Supplier (and its successors and assigns) harmless, and their respective directors, officers, employees and agents from and against all demands, claims, suits, damages, losses, judgments and liabilities of whatever kind or nature, including, without limitation, reasonable attorneys' fees, expenses and other costs of litigation, fines, penalties or assessments asserted against or suffered by the indemnitees by reason of, arising out of, or in any way related to, Client's use mis-use (or any subsequent end-user's use or mis-use) of Supplier's Goods, or Client's negligence or willful misconduct. Without limitation, Client's obligation to save, defend, indemnify and hold indemnitees harmless shall exist with respect to accidents, occurrences, disease, injuries to persons (including death), environmental damage or violation of any environmental laws or regulations or property damage, property or economic losses, and violation of all applicable laws or regulations.
<b>8.2. SUPPLIER'S LIABILITY, IN EXCESS OF THE COST TO REPLACE OR REPAIR NON-CONFORMING GOODS AND SERVICES (IF ANY), FOR DAMAGES, COSTS, EXPENSES AND LOSSES HOWEVER ARISING FROM OR RELATED TO THE FULFILLMENT OR THE NON-FULFILLMENT OF THE APPLICABLE ORDER, WHETHER BASED IN LAW, STATUTE, COMMON LAW, CONTRACT, TORT, EQUITY OR OTHERWISE, SHALL BE LIMITED TO THE COMPENSATION OF DIRECT DAMAGES, COSTS, EXPENSES AND LOSSES AND SUCH COMPENSATION SHALL BE LIMITED TO THE HIGHEST OF (A) TWENTY FIVE PERCENT (25%) OF THE VALUE OF THE RELEVANT ORDER OR (B) TWO HUNDRED THOUSAND UNITED STATES DOLLARS (US\$ 200,000).</b>

8.3. NEITHER PARTY SHALL BE LIABLE FOR DAMAGES FOR LOSS OF PROFITS, INCOME, REVENUE OR PRODUCTION, NOR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF GOODS OR OTHER PRODUCTS, FINANCIAL LOSS, COST OF CAPITAL, COST INCURRED IN CONNECTION WITH LABOR, OVERHEAD, GENERAL ADMINISTRATION TRANSPORTATION, SUBSTITUTE FACILITIES, SUPPLY SOURCES) OR OTHER SIMILAR DAMAGES, WHETHER ANY SUCH LIABILITY WOULD BE BASED IN LAW, STATUTE, COMMON LAW, CONTRACT, TORT, EQUITY OR OTHERWISE.

8.4. IN NO EVENT SHALL SUPPLIER BE LIABLE FOR (I) POLLUTION, CONTAMINATION OR RADIATION DAMAGE (INCLUDING THE COST OF CONTAINMENT, CLEANUP AND DISPOSAL), AND (II) SUBSURFACE LOSS OR DAMAGE, INCLUDING LOSS OF OR DAMAGE TO ANY RESERVOIR, FORMATION, STRATA, WELL, OR BOREHOLE OR IN-HOLE EQUIPMENT, OR IMPAIRMENT OF ANY PROPERTY RIGHT TO WATER, OIL, GAS OR OTHER MINERAL SUBSTANCES, AND (III) DAMAGE, LOSS OR DESTRUCTION, OR PERSONAL INJURY OR DEATH ARISING ON THE SURFACE AS A RESULT OF SUBSURFACE OCCURRENCE (INCLUDING DAMAGE TO OR LOSS OR DESTRUCTION OF ANY EQUIPMENT, DRILLING RIG, PLATFORM OR OTHER FIXED OR FLOATING STRUCTURE AT OR AROUND THE WELL SITE), AND (IV) KILLING OR REGAINING CONTROL OF A WILD WELL, OR REDRILLING, REWORKING OR FISHING (INCLUDING THE COST THEREOF).

8.5. Should Goods be subjected to modification, or alteration or transformation including but without limitation, mechanical and technical procedures other than by Supplier, Client shall save, defend, indemnify and hold Supplier harmless from, against, for and in respect of any loss, liability, claim, damage asserted or incurred by Client or a third-party by reason of any defects in Goods (or third-party products, as applies) attributable to such transformation.

8.6. CLIENT SHALL SAVE, DEFEND, INDEMNIFY AND HOLD SUPPLIER HARMLESS FROM, AGAINST, FOR AND IN RESPECT OF ANY CLAIM, LOSS, LIABILITY OR DAMAGE (INCLUDING CONSEQUENTIAL OR INCIDENTAL) ASSERTED AGAINST SUPPLIER BY ANY THIRD-PARTY: (I) IN EXCESS OF THE LIMITATIONS OF LIABILITY SET FORTH UNDER THESE TERMS; OR, (II) DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OTHER SUPPLIER OF PRODUCTS UPON WHICH SERVICES ARE PERFORMED.

8.7. CLIENT ACKNOWLEDGES THAT THESE TERMS INCLUDE PROVISIONS FOR THE INDEMNIFICATION OR EXONERATION OF SUPPLIER AGAINST THE CONSEQUENCES OF ITS OWN ORDINARY AND GROSS NEGLIGENCE OR FAULT, AND AGREES THAT THESE TERMS COMPLY WITH THE EXPRESS NEGLIGENCE RULE, ARE CONSPICUOUS AND AFFORD FAIR NOTICE. THE LIMITATIONS AND EXCLUSIONS OF LIABILITY HEREUNDER SHALL EXTEND TO SUPPLIER'S SUBCONTRACTORS.

#### 9. INTELLECTUAL PROPERTY INDEMNITY

9.1 In case Goods are alleged to infringe or misappropriate third-party's Intellectual Property, Supplier shall then at its own expense and option: (i) procure for Client the right to continue using Goods; (ii) replace or modify Goods so that they do not infringe or misappropriate third-party's Intellectual Property; (iii) await a final decision by a court of competent jurisdiction so as to take at Supplier's sole option one or more of the actions under (i) and (ii). The term **"Intellectual Property"** means all rights over inventions, patents, utility models, copyright and related rights, trademarks, service marks, trade names, domain names, industrial designs, computer software, databases, integrated circuit topographies, confidential information, know-how, trade and industrial secrets, and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals, continuations, substitutions, revalidations, reissues or extensions of such rights, and all similar or equivalent rights or forms of protection in any country or region of the world.

9.2 Client warrants that it shall save, defend, indemnify and hold Supplier (and its successors and assigns) harmless, and their respective directors, officers, employees and agents, from and against all demands, claims, suits, damages, losses, judgments and liabilities of whatever kind or nature, including, without limitation, reasonable attorneys' fees, expenses and other costs of litigation, fines, penalties or assessments asserted against or suffered by Supplier by reason of, arising out of, or in any way related to, any actual or alleged infringement of Intellectual Property which might arise out of information, instructions, designs or specifications provided by Client, regardless of the form in which such information, instructions, designs or specifications are communicated, and even if the demands, claims, suits, damages, losses, judgments, liabilities, expenses and costs result from the sole or concurrent negligence of Supplier (including its subcontractors). In no event shall Supplier be responsible for any actual or alleged Intellectual Property infringement directly or indirectly based on or arising out of products manufactured by third-parties, or Supplier's non-proprietary products, or services not performed by Supplier.

#### 10. SECURITY INTEREST

Client hereby grants to Supplier, and Supplier hereby reserves, a security interest in all Goods to secure Client's obligation to timely pay the purchase price and perform all of Purchaser's obligations hereunder or under any other document related to this Terms. Supplier may file in any jurisdiction financing statements and any other documents necessary to evidence or perfect Supplier's security interest. Client agrees to take all actions that Supplier may request in order to maintain and protect the Goods, and to perfect, protect, maintain or continue, and not to do anything to interfere with, such security interest.

#### 11. FORCE MAJEURE

Supplier is not liable for a failure to perform any of its obligations in so far as Supplier proves (i) that the failure was due to an impediment beyond its control; (ii) that it could not reasonably be expected to have taken the impediment and its effects upon its ability to perform into account at the time of the execution of any Order, and (iii) that it could not reasonably have avoided or overcome it or at least its effects; including, but not limited to, pandemic, war, whether declared or not, civil war, riots and revolutions, acts of piracy, acts of sabotage, natural disasters such as violent storms, cyclones, earthquakes, tidal waves, floods, destruction by lightning, explosions, fires, breakdown or destruction of machines, of factories, and premises, and work stoppages which occur in Supplier's enterprise, lack of or inability to obtain raw materials, fuels or supplies, acts of Client or civil or military authority, whether lawful or unlawful, apart from acts for which Supplier has assumed the risk by virtue of other provisions of the applicable Order. A ground of relief under this clause relieves Supplier from damages, penalties and other contractual sanctions to the extent that the ground persists. Further it postpones the time for performance, for such period as may be reasonable, thereby excluding Client's right, if any, to terminate or rescind the relevant

Order. If the grounds of relief persist for more than sixty (60) days, either Party shall be entitled to terminate the relevant Order with prior written notice. Each Party may retain what it has received from the performance of the relevant Order carried out prior to the termination. Each Party must account to the other for any unjust enrichment resulting from such performance. The payment of the final balance shall be made without delay.

#### 12. ASSIGNMENT AND SUBCONTRACTING

Supplier may assign, license or subcontract to any of its Affiliates or subcontractors all or any part of its rights and obligations under the relevant Order without Client's consent, provided Supplier remains liable as primary obligor under the relevant Order.

#### 13. CONFIDENTIALITY

13.1 Client acknowledges that in connection with the sale of Goods, Client has received or will receive from Supplier certain proprietary and Confidential Information, which is of substantial proprietary value to Supplier. The term **"Confidential Information"** means any information, data, trade secrets, know-how, drawings, manuals, specifications, standards, designs, plans, maps, manufacturing and production procedures and techniques, models, sketches, samples, formulations, project specific calculations, instruments, software and computer records, and other business and technical documentation, information and materials belonging to Supplier, regardless of whether it is marked as confidential or not or the form in which it is communicated or maintained (whether in writing, electronically, digitally or otherwise). Client agrees to hold in strict confidence, and not to disclose to third-parties or use for any purpose other than the purpose of these Terms, any Confidential Information. All technical documents developed by Supplier and to be provided to Client as part of the obligations assumed hereunder, including any copyright therein, shall be the sole property of Supplier and shall always be treated as confidential. Except as otherwise agreed by Supplier in writing, no information or knowledge disclosed by Client shall be deemed confidential.

#### 14. SEVERABILITY

If any term or other provision of these Terms is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of these Terms shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated thereby is not affected in any adverse manner to either Party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify the these Terms so as to affect the original intent of the Parties hereto as closely as possible in an acceptable manner, to the end that the transactions contemplated in the applicable Order may be fulfilled to the extent possible.

#### 15. NOTICES

15.1 Notices required to be given or otherwise delivered in connection with these Terms shall be given in writing and delivered personally or sent by registered or certified mail, return receipt requested, or by facsimile, electronic mail or other form of telecommunication or electronic communication to the respective addresses set out in the Order, offer or quote.

15.2 A valid notice provided in accordance with Section 15.1 is effective when received by the receiving Party. A notice given in writing and delivered personally or sent by registered or certified mail, return receipt requested, is deemed to have been received as follows: (1) when delivered if delivered personally; (2) upon receipt as indicated by the date on the signed receipt; or (3) if the receiving Party rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address or other notice information provided by the Party for which no notice was given, then upon that rejection, refusal or inability to deliver. A notice sent by facsimile, electronic mail or other form of telecommunication or electronic communication is deemed to have been received on the business day after the day on which the notice is sent. If more than one method for delivery of a notice under Section 15.1 is used, the earliest notice date under this Section will control.

#### 16. CHOICE OF LAW; VENUE

**WITH RESPECT TO ANY DISPUTE OR CONTROVERSY ARISING OUT OF OR RELATED TO THIS CONTRACT OR THE PARTIES' PERFORMANCE HEREUNDER, AND ALL MATTERS RELATING TO THE INTERPRETATION AND FULFILLMENT OF THIS TERMS, THE PARTIES EXPRESSLY AND IRREVOCABLY AGREE THAT THIS CONTRACT AND THE PARTIES SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO RULES OF CONFLICTS OF LAW. THE PARTIES FURTHER AGREE THAT THEY SHALL SUBMIT FOR ADJUDICATION ANY ACTION OR PROCEEDING THAT MAY ARISE OR RELATE TO THESE TERMS AND/OR THE PARTIES' PERFORMANCE HEREUNDER TO THE JURISDICTION OF THE COMPETENT COURTS SITTING IN HOUSTON, TEXAS. FURTHERMORE, THE PARTIES EXPRESSLY AND IRREVOCABLY WAIVE ANY CHALLENGE OR OBJECTION TO PERSONAL JURISDICTION, VENUE, FORUM, AND ANY OTHER RIGHT TO THE APPLICATION OF ANY OTHER LAW AND/OR TO HAVE THEIR DISPUTE OR CONTROVERSY RESOLVED IN ANY OTHER JURISDICTION OR FORUM TO WHICH THEY MAY OTHERWISE BE ENTITLED BY REASON OF THEIR PRESENT OR FUTURE DOMICILES, OR FOR ANY OTHER REASON. THE PARTIES ALSO EXPRESSLY AND IRREVOCABLY WAIVE ANY RIGHT TO DEMAND A TRIAL BY JURY IN ANY LAWSUIT OR PROCEEDING. THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS IS EXPRESSLY EXCLUDED.**

IN WITNESS WHEREOF, this sale of goods terms and conditions has been executed

On this: \_\_\_\_\_  
Client.: \_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_