

## TERMS AND CONDITIONS OF SALE

### 1. Contract

All offers, quotes and sales by CROCI NORTH AMERICA are subject to these Terms and Conditions of Sale. No other agreements have been made or shall be valid unless expressly confirmed in writing by CROCI NORTH AMERICA.

### 2. Acceptance

BY TAKING DELIVERY OF PRODUCTS, PURCHASER ASSENTS TO THE TERMS AND CONDITIONS STATED HEREIN, UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING BY CROCI NORTH AMERICA. CROCI NORTH AMERICA HERBY OBJECTS TO ANY DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS WHICH MAY BE PROPOSED OR HAVE BEEN PROPOSED BY PURCHASER IN ANY PURCHASE ORDER FORMS OR OTHER DOCUMENTS, UNLESS WRITTEN OBJECTION IS RECEIVED FROM PURCHASER WITHIN FIFTEEN DAYS OF THE DATE OF ACKNOWLEDGEMENT. THE TERMS AND CONDITIONS STATED HEREIN SHALL PREVAIL OVER ANY DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS PROPOSED BY PURCHASER AND SHALL APPLY TO THE SALE OR SHIPMENT OF ANY GOODS IN RESPONSE TO PURCHASER'S ORDER.

### 3. Prices and Delivery

All quoted prices are valid for a period of 30 days from the date of issue, unless otherwise specified by CROCI NORTH AMERICA in writing. Prices on accepted orders remain firm for a period of four months from the date of order acceptance, provided final delivery occurs within that period. If delivery is to occur more than two months from the date of order acceptance, prices are subject to change in accordance with any changes in the published CROCI NORTH AMERICA price list which occur after the date of order acceptance. All prices quoted are FOB Fort Myers, Florida, excluding all freight, packaging and taxes. All delivery dates are approximate and CROCI NORTH AMERICA shall not be liable for any damages on account of delays or shortages irrespective of the cause.

### 4. Payment Terms

(a) Payment terms for single or transactions other than open accounts are subject to the payment terms as stated on the order confirmation pertaining to those specific orders and shall be strictly adhered to. Terms on open accounts are net 30 days in full from date of invoice.

(b) Amounts past due are subject to a finance charge 1.5% per month to the legal limit, and the finance charge shall apply without further prior notice. In the case of purchaser's delinquency in payment or insolvency, CROCI NORTH AMERICA retains the right to halt or interrupt all further deliveries and service to the purchaser until all past due amounts have been paid, and to require payment in advance for orders not yet delivered, without any liability to CROCI NORTH AMERICA. Purchaser expressly agrees to indemnify CROCI NORTH AMERICA and hold CROCI NORTH AMERICA harmless for all charges and liability from any action from any party whatsoever.

(c) In case of a dispute arising out of this Agreement, or non-payment, purchaser agrees to pay all costs incurred by CROCI

NORTH AMERICA, including costs of collection, interest, reasonable attorney's fees, both trial and appellate, expenses and court costs.

### 5. Inspection, Acceptance and Claims

All claims by purchaser against CROCI NORTH AMERICA for shortages, wrongful deliveries or defective materials must be made in writing to CROCI NORTH AMERICA within 72 hours after receipt of the shipment or such shall be deemed waived.

### 6. Risk of Loss

Full risk of loss, damage or destruction of the goods shall pass to purchaser upon delivery of the goods to the carrier at the point of shipment or upon delivery at storage, whichever applies. Purchaser shall assert all claims for damages or losses in transit directly against the carrier.

### 7. Force Majeure

If an order cannot be completed due to causes beyond CROCI NORTH AMERICA'S control, CROCI NORTH AMERICA retains the right to either cancel the uncompleted portion of the order or complete the order if and when this becomes possible. Purchaser shall not have the right to withhold payment on delivered goods and/or services, nor to unilaterally change the order or cancel same. Force majeure includes but is not limited to strikes, lockouts, storms, floods and the like, wars, revolutions, major equipment failures or fire damage at production facilities, etc. CROCI NORTH AMERICA shall not be liable for any damages on account of delays or shortages irrespective of the cause.

### 8. Warranty

CROCI NORTH AMERICA warrants all supplied parts against defects in material and workmanship for a period of five full years from date of purchase. If any part or components do not function as intended during the warranty period, CROCI NORTH AMERICA will repair it. If it cannot be repaired, it will be replaced to the purchaser free of charge. This warranty does not apply in case of abuse, misuse, misapplication or any defects due to faulty installation or failure to follow CROCI NORTH AMERICA'S installation instructions of code approvals, or substitution of parts within the system tested components. The intentional removal of Croci labels shall void any and all warranties. No labor, travel nor time expenses are covered under the warranty.

Any warranty claim shall be made by certified mail to CROCI NORTH AMERICA, Warranty Department, 11600 Adelmo Lane, Fort Myers, FL 33966.

### 9. Return

No goods may be returned without express written approval of CROCI NORTH AMERICA. Goods approved for return must be returned in original packaging, freight prepaid and accompanied by a copy of the original invoice. Final acceptance is subject to CROCI NORTH AMERICA approval. A restocking charge of 25% of invoice value shall apply on all goods accepted for return.

### 10. Disclaimer

CROCI NORTH AMERICA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OTHER THAN THE EXPRESS WARRANTY STATED OR DESCRIBED ABOVE.

### 11. Limited Liability

CROCI NORTH AMERICA'S liability for any and all claims, charges, expenses, damages, losses and injuries arising out of or relating to its performance or breach of any agreement of sale of goods and the manufacture, sale, delivery, resale, repair or use of any goods shall not exceed the purchase price of such goods. This shall be purchaser's sole and exclusive remedy against CROCI NORTH AMERICA except for the remedy provided for under CROCI NORTH AMERICA'S warranty. In no event shall CROCI NORTH AMERICA be liable for incidental, special or consequential damages.

### 12. Liens and Security Interest

Purchaser shall not permit to be created or to remain undischarged any lien, encumbrance or charge upon the goods supplied by CROCI NORTH AMERICA until CROCI NORTH AMERICA has received payment in full for such goods. If any liens, encumbrances or charges shall be filed against CROCI NORTH AMERICA goods prior to payment in full, purchaser shall discharge the liens, encumbrances or charges within five days and reimburse CROCI NORTH AMERICA for expenses incurred in defending its security interest. Title to the goods shall remain with CROCI NORTH AMERICA until payment in full has been received. Purchaser agrees to supply customer's name and address for purposes of recording a construction lien in the event of non-payment to CROCI NORTH AMERICA.

### 13. Choice of Law

The rights of the parties and the construction and affect of these terms and conditions shall be governed by the laws of the State of Florida with venue in Lee County, Florida.