

TERMS AND CONDITIONS OF SALE

1. PAYMENTS. Unless otherwise agreed to by Aversion Technologies in writing, all amounts payable hereunder shall be due to Aversion Technologies within thirty (30) days of invoice date, time being of the essence. Late payments shall bear interest at the rate of 18% per annum or the highest rate permitted by law; whichever is less. All prices shown are net, and, in addition to the price of goods customer shall pay all expenses including taxes, insurance, freight, carriage, and warehousing.

2. TAXES AND PRICING. All prices quoted are subject to change without notice and are exclusive of taxes. Customer shall pay all taxes resulting from transactions, including without limitation excise, sales, or use taxes, customs duties or other tax.

3. SHIPMENT. (a) Scheduled shipment date is an estimate only. If Customer refuses shipment, then Aversion Technologies is authorized to have the goods transported and warehoused, at the Customer's expense and risk, which act shall constitute shipment to Customer, in which event, Aversion Technologies may declare all amounts immediately due; (b) Aversion Technologies may make partial shipments hereunder and may invoice for each such partial shipment separately. Each partial shipment will be deemed to be a separate sale; however, delay in delivery of any partial shipment will not relieve Customer of its obligation to accept delivery of remaining shipments; (c) Aversion Technologies' shipping weights will govern for each shipment or partial shipment. Should Customer dispute the shipping weight of any shipment or partial shipment, Customer will promptly notify Aversion Technologies in writing of the reasons for such dispute and provide to Aversion Technologies all necessary documentation to substantiate the difference.

4. TITLE/RISK OF LOSS/INSURANCE. Title to and risk of loss of the goods shall pass from Aversion Technologies to the Customer when the goods are placed in the possession of the carrier for shipment to Customer. Customer shall provide insurance to be for no less than the total amount owing to Aversion Technologies with loss first payable to Aversion Technologies.

5. ACCEPTANCE OF GOODS. Customer shall inspect or test all goods upon receipt. Customer shall be deemed to have affected final acceptance of the good within fifteen (15) days from the date of initial shipment, unless written notice is received by Aversion Technologies within such period. In any case, the goods will be deemed accepted on the date when used or otherwise placed in commercial operation.

6. WARRANTY. (a) Aversion Technologies warrants that title to the goods sold shall be free from any encumbrance, and will conform to the description contained on Aversion Technologies invoice. (b) Aversion Technologies DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. THERE ARE NO REPRESENTATIONS OR WARRANTIES EXCEPT AS PROVIDED IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF AVERSION TECHNOLOGIES. (c) Customer is responsible for the designation and selection of product sold by Aversion Technologies. Customer shall hold Aversion Technologies harmless and indemnify and defend Aversion Technologies (including its affiliates, assigns, directors, officers, employers, agents, and representatives) for any claims arising out of or relating to the design, specification, or use of product(s) sold by Aversion Technologies to Customer.

7. REMEDY. Aversion Technologies sole responsibility and liability and Customer's exclusive remedy under this agreement shall be limited to the replacement of goods (FOB Aversion Technologies' shipping point) not conforming to the warranty, or, at Aversion Technologies' option, to the return of the goods and refund of moneys paid thereon, without interest, provided Customer is not in default hereunder. IN NO EVENT SHALL Aversion Technologies BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OR ATTORNEYS' FEES. Aversion Technologies' obligation hereunder is subject to receipt of written notice of reject from Customer within thirty (30) days after such alleged defect shall be reasonably apparent to Customer.

8. RETURNS. Returned goods will be accepted only if Aversion Technologies has given prior written consent. A 15% handling, inspection, restocking, and invoicing charge also may be assessed against Customer. All returns allowed must be shipped at Customer's expense and must be in excellent resale condition. Custom products made to Customer's specifications are not returnable.

9. DELAYS OR NONPERFORMANCE. Aversion Technologies shall not be liable for failure or delay in performance hereunder due in whole or in part to strikes, work stoppages, fires, acts of terrorism, accidents, wars, rebellions, civil commotion, public strife, acts of any government, whether legal or otherwise, acts of public enemies, forces majeure, or qualified labor, or any other causes beyond Aversion Technologies' reasonable control; this specifically includes delays or inability to obtain product because of the actions of Aversion Technologies' suppliers.

10. DEFAULT. In the event of Customer's refusal to accept shipment or other default, Aversion Technologies, at its discretion and option, shall be entitled to retain all money paid by Customer on account as liquidated damages. If Customer fails to make any payments when due, or if there is a breach of any covenant or agreement by Customer, or if Aversion Technologies deems itself insecure, then Customer shall be deemed in default and at Aversion Technologies shall have, at its option, the right to take immediate possession of the goods, and/or declare all unpaid amounts immediately due and payable and/or suspend shipments to Customer. Aversion Technologies shall be entitled to set off any amount owed by Customer or any of Customer's related entities against any amount payable to at Aversion Technologies in connection with any unpaid moneys due to Aversion Technologies. Aversion Technologies shall have all the rights and remedies of a secured party under the Uniform Commercial Code in addition to all other rights as established herein, which rights and remedies shall be cumulative. Waiver by Aversion Technologies of any breach or default shall not constitute a waiver of any subsequent breach or default.

12. EQUIPMENT. (a) Any equipment including jigs, dies, and tools, (which Aversion Technologies acquires for use exclusively in the production of goods for Customer) will be and remain Aversion Technologies' possession and control; and any changes by Aversion Technologies are permissible. (b) Any material or equipment owned or furnished by Customer to Aversion Technologies will be carefully handled and stored by Aversion Technologies while in Aversion Technologies' possession. When for eighteen (18) consecutive months no orders acceptable to Aversion Technologies are received from Customer for goods to be made from any such equipment or materials, Aversion Technologies may, by written notice to Customer, request Customer to make disposition thereof at Customer's expense. If Customer fails to comply with such notice, at Aversion Technologies may make such use or disposition of said material or equipment as it desires, without liability or obligation to Customer.

13. CANCELLATION. Upon receipt of written notice from Customer, Aversion Technologies shall cancel any orders as instructed, subject to Aversion Technologies' (or its subcontractors) right to continue processing raw or finished material to the point at which processing can be halted with the least disruption and cost to Aversion Technologies. Customer shall be responsible for all costs associated with the cancellation and completion of processing of material.

14. ACCEPTANCE. These Terms and Conditions shall be deemed binding on Customer by its purchase of products from Aversion Technologies. These Terms and Conditions may only be modified if in writing and signed by an authorized officer of Aversion Technologies; each of these terms and conditions shall remain in effect unless the provision(s) are explicitly contradicted by the aforesaid writing. If Customer submits a form with contrary terms or conditions, such order shall be considered as confirmation only and in no way amend, prevail over, supplement, or supersede any provision herein. These TERMS AND CONDITIONS may be superseded or revised by Aversion Technologies at any time.

15. GENERAL. Aversion Technologies may assign its rights and obligations under these Terms and Conditions. If Customer changes its corporate status, both Customer and its successors continue to be bound by these Terms and Conditions of Sale, but Aversion Technologies reserves its rights under paragraph 11. No prior representation, affirmation, or agreement shall be enforceable unless set forth herein.

17. DISPUTE RESOLUTION/GOVERNING LAW. Any and all disputes between Aversion Technologies and Customer shall be determined subject to the laws of the State of Maryland, and its state or federal courts shall have exclusive jurisdiction. The parties hereby agree to the personal jurisdiction of the Maryland courts, and that attorney's fees and costs shall be awarded to the prevailing party in any litigation. Customer must institute any action against Aversion Technologies within one year after Customer's claim arises, or such claim shall be barred notwithstanding any statutory limitations to the contrary.