



GENERAL TERMS & CONDITIONS OF SALE

CEES SMIT, INC.

The following terms and conditions ("Terms and Conditions") shall be the sole terms governing the sale by CEES SMIT, Inc. ("CEES SMIT, Inc.") of the goods and services specified in the applicable Order Confirmation and/or Invoice (as defined below) ("Products") to its customers and proposed customers ("Buyer"), and shall supersede all prior oral or written agreements between CEES SMIT, Inc. and Buyer with respect to the subject matter hereof. All sales by CEES SMIT, Inc. to Buyer are expressly conditioned upon acceptance by Buyer of these Terms and Conditions. None of these Terms and Conditions may be supplemented, modified, superseded, waived or altered, except by a written instrument signed by an authorized officer of CEES SMIT, Inc. and delivered to Buyer.

1. Quotes:

Any quote, estimate or proposal ("Estimate") provided to Buyer by CEES SMIT, Inc. is not an offer, but constitutes an invitation by CEES SMIT, Inc. for Buyer to make an offer to purchase Products.

2. Purchase Order, Order Confirmation and Contract:

CEES SMIT, Inc. shall have the right, in its sole discretion, to (a) accept or reject any offer or order placed by Buyer or (b) at Buyer's request, draft an offer on behalf of Buyer (each a "Purchase Order"). Purchase Orders drafted on behalf of Buyer shall be subject to Buyer's written confirmation within two (2) days of Buyer's receipt of such Purchase Order, provided that Buyer has not made any changes to such Purchase Order as drafted by CEES SMIT, Inc.. Purchase Orders shall become effective if and when an authorized officer of CEES SMIT, Inc. confirms such Purchase Order in writing or electronically ("Order Confirmation and/or Invoice"). The Order Confirmation and/or Invoice (as it may be modified or amended, in writing, from time to time pursuant to Section 5), together with these Terms and Conditions, shall constitute a final and binding contract (collectively, "Contract") between CEES SMIT, Inc. and Buyer for the Products. These Terms and Conditions apply to any repaired or replacement Products previously provided by CEES SMIT, Inc. under a Contract. If Buyer has previously accepted these Terms and Conditions in writing in connection with a previous Order Confirmation and/or Invoice, these Terms and Conditions will apply to future Contracts between CEES SMIT, Inc. and Buyer, unless CEES SMIT, Inc. provides notice that any change has been made to these Terms and Conditions, in which case Buyer must be given the opportunity to accept the Terms and Conditions, as revised.

3. Specifications and Product Changes:

All specifications directly or indirectly provided to Buyer by CEES SMIT, Inc., either orally or in writing, are subject to change without notice, except for those specifications set forth in an Order Confirmation and/or Invoice. CEES SMIT, Inc. reserves the right to change the design of, or the process of manufacturing, the Products covered by any Contract; provided that the foregoing shall not be construed to relieve CEES SMIT, Inc. from its obligations to deliver Products which substantially conform to the specifications which CEES SMIT, Inc. may have furnished to Buyer in an Order Confirmation and/or Invoice.

4. Price, Taxes and Other Charges:

a) Price:

All of CEES SMIT, Inc.'s prices are quoted as FOB (Free On Board (Incoterms® 2010)), from the place set forth in the Order Confirmation and/or Invoice, duty and taxes excluded, unless otherwise agreed by CEES SMIT, Inc. and stated in the applicable Order Confirmation and/or Invoice. All prices of Products made from raw materials are subject to market fluctuations and may, in CEES SMIT, Inc.'s sole discretion, be proportionally adjusted to account for such fluctuations in the final invoice. If no price is included in the Order Confirmation and/or Invoice, the price shall be the list price set forth on CEES SMIT, Inc.'s price list in force at the time. List prices are subject to change without notice. To the extent a new delivery date is requested or otherwise caused by Buyer, prices are subject to change in the amount of the increase in CEES SMIT, Inc.'s overall cost of acquiring, financing, warehousing, insurance and/or delivering the relevant Product(s) on a new delivery date. Purchase Orders that are repeated by Buyer may not necessarily be subject to the price(s) specified in prior Purchase Orders but may be subject, in CEES SMIT, Inc.'s sole discretion, to the then current prices. All prices are stated in United States Dollars.

b) No Deduction; Taxes:

All taxes (including taxes imposed by any State of the United States, sales, use, excise, other value added, stamp and property taxes), imposts, duties, charges, assessments and fees that are imposed by any governmental or taxing authority ("Taxes") are the responsibility of Buyer, unless otherwise agreed by CEES SMIT, Inc. and stated in the applicable Order Confirmation and/or Invoice. All payments made by Buyer to CEES SMIT, Inc. shall be made without deduction or withholding of any amount, including without limitation, on account of any Taxes; provided, however, that if any Taxes are required to be so withheld, Buyer shall give notice to that effect to CEES SMIT, Inc. and make timely payment to the appropriate governmental or taxing authority. If any Taxes are so withheld, the sum(s) payable to CEES SMIT, Inc. by Buyer shall be increased so that, after making all required deductions, CEES SMIT,

Inc. receives an amount equal to the sum that CEES SMIT, Inc. would have received had no such deductions been made. Buyer agrees to hold CEES SMIT, Inc. harmless from and against any and all liabilities with respect to or resulting from any delay in paying or omission to pay Taxes to the appropriate governmental or taxing authority. Price is subject to increase in an amount equal to any Tax(es), which CEES SMIT, Inc. may be required to collect upon a sale.

c) Other Charges:

Price does not include any costs of transportation, freight, insurance, unloading or installation, unless otherwise stated in the applicable Order Confirmation and/or Invoice, unless otherwise agreed by CEES SMIT, Inc. and stated in the applicable Order Confirmation and/or Invoice. In the event special packaging is required, Buyer agrees to pay for this cost as determined by CEES SMIT, Inc..

5. Cancellations and Modifications:

a) Any Modification, in whole or in part, of any Order Confirmation and/or Invoice is effective only if agreed to in writing by an authorized officer of CEES SMIT, Inc.. The term "Modification" includes, but is not limited to, cancellations, postponements of delivery dates, and changes in quantity or location of delivery.

b) Unless otherwise agreed upon in writing by an authorized CEES SMIT, Inc. officer, Buyer shall pay a cancellation fee in an amount equal to 40% of the price stated in the Order Confirmation and/or Invoice for cancellations in accordance with the first sentence of Section 5(a). If an authorized officer of CEES SMIT, Inc. does not agree to such Modification in writing, the Buyer shall be responsible for 100% of the price of the Product(s) as set forth in the applicable Order Confirmation and/or Invoice. CEES SMIT, Inc. shall have the right to continue the processing of Products in manufacture and special orders (as specified in the applicable Order Confirmation and/or Invoice). Buyer and CEES SMIT, Inc. agree that it would be impractical or extremely difficult to fix actual damages for a breach by Buyer of these Terms and Conditions and that the provisions of this Section 5(b) provide a reasonable estimate of these damages, including CEES SMIT, Inc.'s opportunity costs and reasonable fees and expenses incurred in connection with the transactions contemplated hereby. If required by applicable law, the damages provided for in this Section 5(b) shall be CEES SMIT, Inc.'s exclusive remedy for Buyer's breach of these Terms and Conditions.

c) CEES SMIT, Inc. may increase or decrease prices and/or modify other provisions of a Contract in the event Buyer requests any such Modification. CEES SMIT, Inc. reserves the right to change the specifications set forth in an Order Confirmation and/or Invoice in the event Buyer requests any Modification, provided that such



change in specifications does not materially affect performance of the Products.

6. Payment:

a) Payment Terms:

Except as expressly set forth in the Order Confirmation and/or Invoice, all payments shall be made before the due date, as stated on the applicable invoice. All invoiced amounts are payable prior to shipment in cash, check, credit card, or by wire transfer to the bank designated by CEES SMIT, Inc. in the Order Confirmation and/or Invoice in United States Dollars. Product(s) will not be shipped to Buyer unless and until the applicable invoice has been paid according to the terms of the Order Confirmation and/or Invoice.

b) Interest:

All late payments will be subject an interest charge of 1.5% per month (but not exceeding the maximum rate of interest permitted by applicable law) ("Interest"), which shall accrue on past due payments until paid. CEES SMIT, Inc. shall not be responsible for the late shipment of any Product(s) if Buyer has made late payments in connection with such Product(s).

c) Confirmation:

Buyer and CEES SMIT, Inc. agree that it would be impractical or extremely difficult to fix actual damages for a breach by Buyer of these Terms and Conditions and that the provisions of this Section 6 provide a reasonable estimate of these damages, including CEES SMIT, Inc.'s opportunity costs and reasonable fees and expenses incurred in connection with the transactions contemplated hereby. If required by applicable law, the damages provided for in this Section 6 shall be CEES SMIT, Inc.'s exclusive remedy for Buyer's breach of these Terms and Conditions.

d) Costs.

Any costs associated with collection of late payments, reminders, and legal proceedings shall be at the Buyer's expense.

7. Transportation and Risk of Loss:

Risk of Loss is transferred to Buyer upon the earlier of (a) the time the Product is given to the carrier at the agreed delivery point under the Contract or (b) at the FOB point as set forth in the Order Confirmation and/or Invoice. CEES SMIT, Inc. shall not be responsible for any delays or damages in shipment while in the custody of a carrier.

8. Title Transfer:

Title to the Product shall pass from CEES SMIT, Inc. to Buyer after Buyer has paid in full for the Product, including any costs of transport, packaging, insurance and interest. Buyer shall not sell, rent or pawn the Product(s) or place any lien, mortgage or other security interest on the Product(s) unless and until title to the Product

has been transferred to Buyer, pursuant to this Section 8.

9. Delivery:

a) It is understood and agreed that the delivery dates specified in Order Confirmations are approximate and that CEES SMIT, Inc. shall make commercially reasonable efforts to deliver the Product(s) within a reasonable time after the issuance of the Order Confirmation. Buyer shall not have the right to terminate any Contract for failure by CEES SMIT, Inc. to deliver any Product by the delivery date stated in Order Confirmation and/or Invoice. Under no circumstances shall CEES SMIT, Inc. have any liability relating to any delayed delivery.

b) If Buyer is unable or unwilling to take possession of Products by the delivery date specified in an Order Confirmation and/or Invoice, then, without limiting any other remedy, all applicable storage, insurance and other charges shall be paid by Buyer. Risk of loss for all Products shall remain with Buyer.

c) Delivery may be made in installments.

10. Models; Documents and Goods of Buyer:

a) Models:

All models, designs, drawings, plans, photographs, logos, brochures, etc. (the "Models") created by CEES SMIT, Inc. in the course of its performance of a Contract shall remain the property of CEES SMIT, Inc., unless otherwise set forth in the Order Confirmation and/or Invoice. Buyer shall not reproduce or copy such Models without CEES SMIT, Inc.'s express written consent signed by an authorized officer of CEES SMIT, Inc.. If Buyer takes possession of the Models at any time, Buyer shall not retain possession of such Models, unless explicitly consented to in writing by an authorized officer of CEES SMIT, Inc., and Buyer shall promptly return such Models to CEES SMIT, Inc. upon CEES SMIT, Inc.'s request and at Buyer's expense and risk.

b) Documents and Goods of Buyer:

CEES SMIT, Inc. shall have no liability relating to the loss of any documents provided by Buyer to CEES SMIT, Inc. in connection with CEES SMIT, Inc.'s performance under a Contract. Any goods owned by Buyer which are loaned to CEES SMIT, Inc. in connection with CEES SMIT, Inc.'s performance under a Contract shall be held and stored in CEES SMIT, Inc.'s facilities at Buyer's risk and Buyer expressly releases CEES SMIT, Inc. from any liability with respect to Buyer's property held at CEES SMIT, Inc.'s facilities.

11. Inspection and Acceptance; Complaints:

a) Inspection and Acceptance:

i) Buyer shall inspect the Product(s) at the time of delivery. If there is visible damage to the package at the time of delivery, Buyer shall immediately notify the carrier, as well as CEES SMIT, Inc., in writing. If Buyer does not notify the

carrier and CEES SMIT, Inc. about visible damage to the package at the time of delivery, neither the carrier nor CEES SMIT, Inc. will be responsible for such damage.

ii) Delivery shall be deemed to constitute contractual fulfillment of CEES SMIT, Inc.'s obligations under the applicable Contract, even if no formal inspection and acceptance by Buyer has taken place. Upon delivery of the Product(s), Buyer shall notify CEES SMIT, Inc. of any Non-Conforming Product(s) in writing either via registered mail or electronically. "Non-Conforming Product" means only a Product which is received by Buyer and does not substantially conform with the Product description set forth in the Order Confirmation. If no such notice is provided within twenty-four (24) hours of delivery, such Non-Conforming Product shall be deemed to have been accepted irrevocably as a conforming Product by Buyer. Additionally, once Buyer has used or partially used the Product, Buyer shall be deemed to have irrevocably accepted such Product as a conforming Product. If a part or some of the Products are defective, Buyer shall not be entitled to reject all of the Products.

iii) If Buyer timely notifies CEES SMIT, Inc. of any Non-Conforming Products, CEES SMIT, Inc. shall, in its sole discretion, (i) replace such Non-Conforming Product(s) with Product(s) that are not Non-Conforming Product(s), or (ii) credit or refund the purchase price for such Non-Conforming Product(s), together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the Non-Conforming Products to CEES SMIT, Inc.'s facility located at the location set forth in the Order Confirmation. If CEES SMIT, Inc. exercises its option to replace Non-Conforming Products, CEES SMIT, Inc. shall, after receiving Buyer's shipment of Non-Conforming Products, ship to Buyer, at Buyer's expense and risk of loss, the replaced Products to the delivery point set forth in the Order Confirmation.

iv) Buyer acknowledges and agrees that the remedies set forth in Section 11(a), if applicable, are Buyer's exclusive remedies for the delivery of Non-Conforming Products. Except as provided under Section 11(a), Buyer has no right to return Products purchased under these Terms and Conditions to CEES SMIT, Inc..

b) Complaints After Acceptance of Products:

Any complaints or disputes concerning the product(s) that Buyer wishes to make after the time of delivery and acceptance must be communicated to CEES SMIT, Inc. in writing within five (5) days after the actual delivery date, including a detailed statement setting forth the reason(s) for such complaints. In all cases, Buyer shall communicate in writing to CEES SMIT, Inc. any complaint before the occurrence of the event (i.e., trade fair, exposition, etc.) for



which the Product is intended to be used, so that CEES SMIT, Inc. may take all necessary steps to address any non-conformity in the Product prior to such event. No Product will be accepted for repair, return or replacement without the prior written authorization of an authorized officer of CEES SMIT, Inc. Costs of such returns (e.g., shipping) shall be borne solely by Buyer. If Buyer attempts to make a complaint about a Product not in accordance with the provisions of this Section 11(b) (e.g., orally or outside of the stated five day time frame), such complaint shall not be valid and CEES SMIT, Inc. shall have no liability whatsoever with respect to such complaints. Furthermore, the making of a complaint shall not give Buyer the right to withhold payment.

12. Discrepancies:

a) CEES SMIT, Inc. shall not be liable for mistakes, errors, shortcomings or discrepancies in the Product(s) or any damages which result therefrom, which occur as a result of Buyer providing incorrect, insufficient, incomplete or unclear information to CEES SMIT, Inc. in connection with CEES SMIT, Inc.'s performance under a Contract.

b) If not provided with the Order Confirmation and/or Invoice, Buyer shall, within twenty-four (24) hours after the date of the Order Confirmation and/or Invoice, request a drawing, e-proof, or other electronically or written plan ("Plan") showing the Product which CEES SMIT, Inc. plans to provide to Buyer in connection with the applicable Order Confirmation and/or Invoice. Buyer shall, within twenty-four (24) hours after receipt of the Plan, sign the Plan as evidence of Buyer's approval of the contents of the Plan and promptly return it to CEES SMIT, Inc., or, within twenty-four (24) after receipt of the Plan, return the Plan to CEES SMIT, Inc. with any modifications requested by Buyer. If Buyer does not timely request or return a Plan, and/or provide information to create the drawing, e-proof, or other electronically or written plan, Buyer will have no further recourse against any non-conformity in the Product which would have been reasonably discernable had Buyer requested, carefully reviewed and returned a Plan. If upon review of the Plan, Buyer requests any modification to the Product which was not previously included in the Order Confirmation and/or Invoice, Buyer shall be liable for any extra associated costs with respect to such modifications and CEES SMIT, Inc., to the extent required, shall have the option to extend the delivery date as stated in the Order Confirmation and/or Invoice.

13. Publicity:

CEES SMIT, Inc. may place its name on all Products.

14. Limited warranty:

CEES SMIT, Inc. warrants to Buyer that CEES SMIT, Inc. has good title to the Product(s) sold to Buyer, that the Product(s) shall be free from

commercially unacceptable defects in material and workmanship and will substantially conform to Buyer's specifications. Other than as expressly provided in this paragraph, CEES SMIT, Inc. Does not make and expressly disclaims any and all other warranties of any kind, express or implied, including without limitation, warranties of merchantability, fitness for a particular purpose and noninfringement of intellectual property rights.

15. Limitation of Liability:

a) CEES SMIT, Inc. shall not be liable for any damages caused by any use and/or maintenance of Products that is inconsistent with any instructions which CEES SMIT, Inc. may provide. If the Product delivered to Buyer is a Non-Conforming Product, then CEES SMIT, Inc.'s liability shall be limited to making, in its sole discretion, either the required adjustments or the applicable credits/refunds with respect to such Non-Conforming Product, as described in Section 11(a). Nothing in this Section 15 shall limit the rights and remedies of Buyer provided for in Section 11(a). CEES SMIT, Inc. shall not be liable for any hidden defects in any Products unless Buyer establishes in a final non-appealable order of a court of competent jurisdiction that CEES SMIT, Inc. had actual prior knowledge of such defects. Buyer's sole and exclusive remedy for claims arising hereunder or under any purchase order or order confirmation and/or invoice, whether in contract, negligence, tort, strict liability or otherwise, shall be for actual damages. CEES SMIT, Inc.'s liability for any claims shall in no event exceed the amount of the purchase price actually collected by CEES SMIT, Inc. For the particular product with respect to which losses or damages are claimed or, at the election of CEES SMIT, Inc., shall be limited to the repair or replacement of defective parts of the products. In no event shall CEES SMIT, Inc. be liable for indirect, special, incidental, consequential or punitive damages such as, but not limited to, damages for injury to person, property or equipment, loss of profits or revenues, cost of capital, cost of purchased or replacement product or claims of buyer's customers. CEES SMIT, Inc. Shall not, under any circumstances, be liable for, and buyer assumes all risk and liability resulting from, the transportation, unloading, handling, installation, possession, storage, use or resale of each product. Any action of any kind against CEES SMIT, Inc. must commence within one (1) year from the date such right, claim, demand or cause of action shall first arise or accrue.

b) Graphic files specifications are described in detail on www.ceessmit.com and client accepts knowledge of these guidelines when placing an order.

16. Confidentiality of Information:

All information of CEES SMIT, Inc., including, but not limited to the Quotes, Models and the like

created by CEES SMIT, Inc., whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the Contract (the "Confidential Information"), is confidential and may be used by Buyer solely in connection with the performance of the Contract. The Confidential Information may not be disclosed or copied unless authorized in writing by CEES SMIT, Inc.. Upon CEES SMIT, Inc.'s request, Buyer shall promptly return all documents and other materials received from CEES SMIT, Inc.. CEES SMIT, Inc. shall be entitled to injunctive relief for any violation of this Section 16. This Section 16 shall not apply to information that is: (a) in the public domain prior to receipt by Buyer; (b) known to Buyer at the time of disclosure by CEES SMIT, Inc.; or (c) rightfully obtained by the Buyer on a non-confidential basis from a third party. All Confidential Information shall remain the property of CEES SMIT, Inc. and nothing herein is intended to grant to Buyer any intellectual property rights in the Confidential Information.

17. Indemnification:

Buyer agrees to defend, indemnify and hold CEES SMIT, Inc., its shareholders, affiliates and its and their respective officers, directors, employees, agents, and representatives harmless from and against any and all claims and causes of action for damages and expenses of every kind and character (including, without limitation, costs and attorney's fees) asserted against CEES SMIT, Inc. and/or its shareholders, affiliates, its and their respective officers, directors, employees, agents or representatives by any person, firm, corporation, governmental entity or other legal entity on account of injury to or death of any persons whomever, or for damage to or destruction of any personal or real property arising out of, or in any manner connected with, the Products or use of the Products sold by CEES SMIT, Inc. pursuant to these Terms and Conditions or any Contract including, without limitation, all claims and causes of action resulting either in whole or in part, from CEES SMIT, Inc.'s breach of a warranty other than the warranty provided for in Section 14, from the failure of Buyer or its shareholders, affiliates, officers, directors, employees, agents, representatives, contractors or customers (collectively, "Buyer's Agents") to follow instructions, warnings or recommendations furnished by CEES SMIT, Inc. in connection with a Product or from the failure of Buyer or Buyer's Agents to comply with all federal, state and local laws applicable to such Product or the operation or use thereof, or based on the strict liability of CEES SMIT, Inc./or its shareholders, affiliates or any other person, firm, corporation or legal entity for which Buyer in law would otherwise be held liable; or by reason of the negligence of Buyer or Buyer's Agents.

18. Compliance with Law:



Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under a Contract. Furthermore, Buyer shall comply, and reasonably assist CEES SMIT, Inc. to comply, with all export and import laws of all countries involved in the sale of Products under a Contract.

19. Termination:

Without prejudice to any other rights or remedies it may have under these Terms and Conditions, either party may terminate all or any part of a Contract immediately upon notice to the other party if the non-terminating party becomes insolvent, fails to pay its debts as they come due or makes an assignment for the benefit of creditors. CEES SMIT, Inc. may terminate all or any part of any Contract if Buyer breaches any of these Terms and Conditions, including failure to pay any amount due under a Contract, and such breach is not cured to CEES SMIT, Inc.'s satisfaction within five (5) days following Buyer's receipt of written notice of such breach. In the event of termination, CEES SMIT, Inc. may claim all costs incurred by CEES SMIT, Inc. for work performed, materials used, or products manufactured up to the time of termination. Additionally, if CEES SMIT, Inc. terminates due to Buyer's breach, CEES SMIT, Inc. may declare any unpaid amounts under any Contracts between CEES SMIT, Inc. and such Buyer to be due and payable.

20. No Authority of Sales Representative:

No sales representative is authorized by CEES SMIT, Inc. To make any representations or warranties or to assume any liability for or on behalf of CEES SMIT, Inc. With respect to any transaction. Sales representatives do not have the authority to bind or create any liability for CEES SMIT, Inc.. Oral statements do not constitute CEES SMIT, Inc. Representations or warranties, shall not be relied upon by buyer and are not part of any transaction.

21. Entire Agreement:

Any Contract, including these Terms and Conditions, constitutes the entire agreement between Buyer and CEES SMIT, Inc. with respect to the subject matter hereof or thereof.

22. Assignment or Delegation:

No right or obligation of Buyer pursuant to any Contract or these Terms and Conditions shall be assigned by Buyer without CEES SMIT, Inc.'s prior written consent, which shall not be unreasonably withheld. CEES SMIT, Inc. may assign its rights and obligations pursuant to any part or all of a Contract without Buyer's prior written consent.

23. Force Majeure:

CEES SMIT, Inc. shall not be liable for any delay in performance or nonperformance of its

obligations under these Terms and Conditions or any Contract due to causes beyond the control of CEES SMIT, Inc., including, without limitation, acts of God, fire, flood, natural disaster, war, acts of civil or military authority, terrorist activity, actions by any government authority, changes in law or regulation, prohibition of exportation, refusal to issue export license, accident, strikes, labor trouble or shortage, inability to obtain material, components, manufacturing facilities, energy, equipment or transportation on reasonable terms (including, without limitation, price), or any similar or dissimilar event beyond CEES SMIT, Inc.'s control. In the event of any delay in delivery caused by any of the force majeure events described herein, the delivery date shall be extended for a period equal to the time lost by reason of the delay, and Buyer shall accept the Product(s) on the delayed delivery date. This Section 23 shall not permit any non-payment for or non-acceptance of Products by Buyer.

24. Relationship of the Parties:

The relationship between the parties is that of independent contractors. Nothing contained in these Terms and Conditions shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. No relationship of exclusivity shall be construed from these Terms and Conditions.

25. No Third Party Beneficiaries:

These Terms and Conditions are for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms and Conditions.

26. Governing Law:

These Terms and Conditions, any Contracts and any transactions hereunder or thereunder shall be governed by and construed as to all matters in accordance with the laws of the State of Delaware, regardless of any conflicts of law principles that would require the application of the law of another jurisdiction.

27. FORUM FOR DISPUTE RESOLUTION; NO JURY TRIAL:

Any action at law or in equity commenced by either party in connection with any dispute, controversy or difference which may arise between buyer and CEES SMIT, Inc. Out of or in connection with any transactions subject to these terms and conditions and/or any contract shall be brought exclusively in the state or federal courts located in the in the city of dover, in the state of delaware, and each party irrevocably consents to the in personam jurisdiction of, and venue in, any such court for

purposes of any such action. Each party irrevocably and unconditionally waives to the fullest extent permitted by applicable law all right to trial by jury in any action (whether based on contract, tort or otherwise) arising out of or relating to the actions of the parties hereto or their respective affiliates pursuant to these terms and conditions, any contract or transaction hereunder or thereunder or in the negotiation, administration, performance or enforcement hereof.

28. No Right of Set-Off:

Buyer does not have the right to setoff or back charge against any amounts which become payable to CEES SMIT, Inc. under the Contract(s) or otherwise.

29. Cumulative Remedies:

The rights and remedies under these Terms and Conditions are cumulative and are in addition to, and not in substitution for, any other rights and remedies available at law or in equity or otherwise. However, the remedies set forth in Sections 5, 6 and 11 of these Terms and Conditions, if required by applicable law, shall be CEES SMIT, Inc.'s exclusive remedy for any breach by Buyer of these Terms and Conditions which triggers the provisions of Sections 5, 6 and 11 of these Terms and Conditions.

30. Notices:

All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth in the corresponding Order Confirmation and/or Invoice. Except as provided in 10 these Terms and Conditions, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section 30.

31. Severability and Non-Waiver: Should any clause, sentence or part of these Terms and Conditions be held to be invalid, such holding shall in no way affect the validity of the remainder, which shall remain in full force and effect. Failure to enforce any or all of these Terms and Conditions in a particular instance or instances shall not constitute a waiver or preclude subsequent enforcement thereof.

32. Survival:

The provisions of these Terms and Conditions which by their nature should apply beyond the term of a Contract shall survive the termination, cancellation or conclusion of any and all Contracts between Buyer and CEES SMIT, Inc..

33. Headings:

The headings in these Terms and Conditions are for convenience or reference only and do not affect the meaning of these Terms and Conditions in any manner.