

Terms of Payment:

Default (late charge and lien):

Payments not made within 30 days of the date of invoice shall incur a late charge of two percent (2%) per month, or such lower rate as may be the maximum permitted by law. In the event of a default, all sums due **SLL INTL** shall, without further notice, become immediately due and payable. In the event **SLL INTL** takes legal action for recovery of debts owed, (a) Customer shall be responsible for all costs of collection, including reasonable attorneys fees, (b) Customer waives any rights it may have to interpose a counterclaim, (c) Customer waives any rights it may have to seek a trial by jury, (d) Customer consents to service by certified mail return receipt requested.

Delivery:

Customer acknowledges that delivery dates provided by **SLL INTL** are estimates only and that **SLL INTL** will not be liable for failure to deliver on such dates.

Disclaimer of Warranties:

SLL INTL makes no warranty, express or implied, with respect to the products that are the subject of shipments placed by **SLL INTL**.

Limitation of Liabilities:

(1) Any liability or claim involving international carriage shall be governed by the Warsaw Convention, as Amended, adhered to by the United States of America (the ("Warsaw Convention"), or the Carriage of Goods by Sea Act ("COGSA"), whichever is applicable. (2) As to any shipment not covered by the Warsaw Convention or COGSA, CUSTOMER SHALL NOT BE ENTITLED TO, AND NEITHER **SLL INTL** NOR ANY AGENT OR SUBCONTRACTOR OF **SLL INTL** SHALL BE LIABLE FOR, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE INCLUDING, BUT NOT PROFIT, BUSINESS INTERRUPTION COSTS, LOSS OF DATA, REMOVAL/REINSTALLATION COSTS, INJURY TO REPUTATION OR LOSS OF CUSTOMERS. CUSTOMER'S RECOVERY FROM **SLL INTL** FOR ANY CLAIM SHALL NOT EXCEED PURCHASE PRICE FOR SERVICES PROVIDED BY **SLL INTL**, IRRESPECTIVE OF THE NATURE OF THE CLAIM, WHETHER IN CONTRACT, TORT, WARRANTY OR OTHERWISE. **SLL INTL** will not be liable for delays in delivery or for failure to perform its obligations due to causes beyond its reasonable control including, but not limited to, product allocations, material shortages, labor disputes, transportation delays, unforeseen circumstances, acts of God, acts or omissions of other parties, acts or omissions of civil or military authorities, Government priorities, fire, strikes, floods, severe weather conditions, computer interruptions, terrorism, epidemics, quarantine restrictions, riots, or war. **SLL INTL** 's time for delivery or performance will be extended by the period of such delay and **SLL INTL** may, at its option, cancel any order or remaining part thereof without liability by giving notice to Customer. The liability limits and time limitations for notice and commencement of suit of COGSA and the Warsaw Convention are incorporated by reference herein.

General:

These Terms and Conditions may not be modified or canceled without **SLL INTL** 's prior written agreement. No rights, duties, agreements or obligations hereunder may be assigned or transferred by Customer without the prior written consent of **SLL INTL**. The obligations, rights, terms and conditions hereof will be binding upon and inure to the benefit of the parties hereof and their successors and permitted assigns. The waiver of any breach of any term, condition or covenant hereof or default under any provision hereof will not be deemed to constitute a waiver of any other term, condition, or covenant contained herein or of any subsequent breach or default of any kind or nature. Any provision hereof that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof in that jurisdiction or affecting the validity or enforceability of such provision in any other jurisdiction. Shipments made by **SLL INTL** are also governed by any terms and conditions stated on the Bill of Lading for such shipment.

Customer Initials _____ Date _____

Customer agrees to pay any and all charges within 30 days of the date of invoices. Failure to pay an invoice within 30 days may result in complete withdrawal of all credit privileges extended by **SLL INTL**, a determination to be made at the sole discretion of **SLL INTL**. Customer will submit such financial information as **SLL INTL** may reasonably require for determination of credit terms. Checks are accepted subject to collection and the date of collection will be deemed the date of payment. Any check received from Customer may be applied by **SLL INTL** against any obligation owing by Customer to **SLL INTL** under this or any other contract, regardless of any statement appearing on or referring to such check without discharging Customer's liability for any additional amounts owing by Customer to **SLL INTL**. Any amount due to **SLL INTL** from Customer is secured by general lien on all goods, wares, and merchandise of Customer in **SLL INTL** custody, possession, or control. The terms of the lien are specified in applicable bills of lading. Said lien attaches to all shipments without regard to whether the unpaid charges are based upon those shipments or upon other, unrelated shipments. The acceptance by **SLL INTL** of any payment will not constitute a waiver of **SLL INTL**'s right to pursue the collection of any remaining balance. Customer will pay the entire net amount of each invoice pursuant to the terms of such invoice without offset or deduction for any reason whatsoever.