

## RAM-LIN CUSTOMER TERMS AND CONDITIONS

These terms and conditions are subject to change without prior written notice at any time, in Ram-Lin's (Central Florida Trailers, Inc.) sole discretion. Customer accepts these terms and conditions if Customer either does not object within five (5) business days, accepts delivery of Product or Service, whichever is earlier.

1. Orders. A Ram-Lin (Central Florida Trailers, Inc.) sales order ("Order") will be initiated by Customer issuing a purchase order signed by an authorized customer representative ("Purchase Order") or with verbal approval of a Ram-Lin (Central Florida Trailers, Inc.) Estimate or Quote. No Purchase Order, written or otherwise, nor Customer's terms and conditions of purchase shall affect or vary these terms and conditions. Orders are subject to Ram-Lin's (Central Florida Trailers, Inc.) acceptance and to these Terms and Conditions. The Purchase Order will identify the Products, unit quantities, part numbers, descriptions, applicable prices, requested delivery dates, shipping instructions, bill-to and ship-to addresses, tax exempt certifications, if applicable, and any other special instructions. All orders are subject to written approval by an authorized officer of Ram-Lin (Central Florida Trailers, Inc.); no salesperson is authorized to bind Ram-Lin (Central Florida Trailers, Inc.) Customer requests to cancel an order may be accepted by Ram-Lin (Central Florida Trailers, Inc.) in its sole discretion, which acceptance may be subject to Customer's accepting a reasonable cancellation charge determined in writing by Ram-Lin (Central Florida Trailers, Inc.) Customer requests to reschedule the delivery time of Product are subject to acceptance by Ram-Lin (Central Florida Trailers, Inc.) in its sole discretion. Orders may not be canceled or rescheduled after delivery by Ram-Lin (Central Florida Trailers, Inc.) to the carrier. Customer may not cancel orders for Non-Standard Products. Non-Standard Products include, without limitation, products which are special orders, custom orders, products that do not appear in Ram-Lin (Central Florida Trailers, Inc.) sales literature, products not customarily in stock and products identified as otherwise non-cancelable or non-returnable.

2. Prices. All prices are in U.S. Dollars. Unless otherwise specified, prices are firm for thirty (30) days from the date of quotation. The quotation is subject to change without notice and supersedes any quotations of prior date. If Customer does not purchase the quantity upon which quantity prices are based, Customer will pay the non-discounted price for the quantity actually purchased. Ram-Lin (Central Florida Trailers, Inc.) reserves the right to change the prices and specifications of its Products without notice. Prices for any rescheduled deliveries may be increased by Ram-Lin (Central Florida Trailers, Inc.) in the event of an increase in Ram-Lin's (Central Florida Trailers, Inc.) prices prior to the rescheduled delivery date or causes beyond Ram-Lin's (Central Florida Trailers, Inc.) reasonable control. All tariffs, import and export duties, and similar imposts and taxes on the Products, whether now existing or hereafter imposed or modified, and all manufacturers' taxes, use taxes, sales taxes, or taxes or duties of any nature whatsoever which may be assessed, shall be added to the invoice price and shall be paid by Customer; in the event Ram-Lin (Central Florida Trailers, Inc.) is required to pay any such tax or duty, the Customer shall reimburse Ram-Lin (Central Florida Trailers, Inc.) therefore on demand or, in lieu of such payment, shall provide Ram-Lin (Central Florida Trailers, Inc.) at the time the Purchase Order is submitted with exemption certificates or other documents acceptable to taxing or customs authorities.

3. Terms of Payment. (a) Payment terms for customers provided open credit terms is net fifteen (15) days from date of invoice. Orders are subject to credit approval by Ram-Lin (Central Florida Trailers, Inc.), which may in its sole discretion at any time change or cancel the terms of Customer's credit or require advanced payment, payment by official bank check, or letter of credit. At Ram-Lin's (Central Florida Trailers, Inc.) option, export orders may be subject to special export payment terms and conditions. If Ram-Lin (Central Florida Trailers, Inc.) reasonably believes that Customer's ability to make payments is impaired, Ram-Lin (Central Florida Trailers, Inc.) may cancel any order or remaining balance thereof, and Customer will remain liable to pay Ram-Lin (Central Florida Trailers, Inc.) for Products already shipped. Customer will submit such financial or other credit information as Ram-Lin (Central Florida Trailers, Inc.) may reasonably require for determination of credit terms. (b) Checks or other forms of payment are accepted subject to collection and the date of collection will be deemed the date of payment. Any check or other form of payment received from Customer may be applied by Ram-Lin (Central Florida Trailers, Inc.) against any obligation owing by Customer to Ram-Lin (Central Florida Trailers, Inc.) under this or any other agreement, regardless of any statement appearing on or referring to such check or other form of payment, without discharging Customer's liability for any additional amounts owing by Customer to Ram-Lin (Central Florida Trailers, Inc.) The acceptance by Ram-Lin (Central Florida Trailers, Inc.) of such check or other form of payment will not constitute a waiver of Ram-Lin's (Central Florida Trailers, Inc.) right to pursue the collection of any remaining balance. (c) Customer will pay the entire net amount of each invoice from Ram-Lin (Central Florida Trailers, Inc.) pursuant to the terms of such invoice without offset or deduction. Invoices not paid when due will bear interest to date of payment at the annual rate of eighteen (18%) percent or such lower rate as may be the maximum permitted by law. If Customer fails to make payment when due, Ram-Lin (Central Florida Trailers, Inc.) may pursue any legal or equitable remedies, in which event Ram-Lin (Central Florida Trailers, Inc.) will be entitled to reimbursement for collection costs and reasonable attorneys' fees. A default in any payment by Customer after delivery may at the option of Ram-Lin (Central Florida Trailers, Inc.) be deemed a default in the entire Agreement. Upon such default or breach of this Agreement by Customer, Ram-Lin (Central Florida Trailers, Inc.), at its option, by giving notice in writing to Customer of its election to do so, may cancel this Agreement and such other Agreements as may exist between Customer and Ram-Lin (Central Florida Trailers, Inc.), and/or without giving notice to Customer may defer shipment or delivery until such default or breach is cured and/or may cancel any undelivered portions of this or such other orders and/or may demand immediate

payment of all outstanding bills of the Customer and/or may delay or refuse acceptance of new Orders from the Customer. (d) Customer agrees that any credit balances issued will be applied within one (1) year of its issue. If not applied or requested within one (1) year any balance remaining will be subject to cancellation and Ram-Lin (Central Florida Trailers, Inc.) shall have no further liability.

4. Installments. Delivery of Product may be in installments. A default in any payment by Customer after delivery or offer of delivery of any part of an installment may at the option of Ram-Lin (Central Florida Trailers, Inc.) be deemed a default in the entire Agreement. Upon such default or breach of this Agreement by Customer, Ram-Lin (Central Florida Trailers, Inc.), at its option, by giving notice in writing to Customer of its election to do so, may cancel this Agreement and such other Agreements as may exist between Customer and Ram-Lin (Central Florida Trailers, Inc.), and/or without notice to Customer may defer shipment or delivery until such default or breach is cured and/or may cancel any undelivered portions of this or such other orders and/or may demand immediate payment of all outstanding bills of the Customer and/or may delay or refuse acceptance of new Orders from the Customer. In the event of any cancellation by Ram-Lin (Central Florida Trailers, Inc.), Ram-Lin (Central Florida Trailers, Inc.) shall have the right to recover damages against Customer by reason of Customer's default or prior breach of this Contract and may sell all or any part of the undelivered Product without notice to Customer, at public or private sale, holding Customer liable for any damage or financial loss resulting to Ram-Lin (Central Florida Trailers, Inc.) by reason of Customer's default or breach.

5. Delivery and Title. (a) Ram-Lin (Central Florida Trailers, Inc.) will make reasonable efforts to initiate shipment and schedule delivery as close as possible to Customer's requested delivery date(s). Customer acknowledges that delivery dates provided by Ram-Lin (Central Florida Trailers, Inc.) are estimates only and that Ram-Lin (Central Florida Trailers, Inc.) will not be liable for failure to deliver on such dates. Selection of the carrier and mode of delivery will be made by Ram-Lin (Central Florida Trailers, Inc.) unless specifically designated by Customer. (b) All Shipments by Ram-Lin (Central Florida Trailers, Inc.) are F.O.B. shipping point (Ram-Lin's (Central Florida Trailers, Inc.) facility in Melbourne, Florida, USA) and the amount of all transportation charges from Ram-Lin's (Central Florida Trailers, Inc.) facility shall be paid to Ram-Lin (Central Florida Trailers, Inc.) by the Customer in addition to the purchase price of the Products. Subject to Ram-Lin's (Central Florida Trailers, Inc.) right of stoppage in transit, delivery to a carrier will constitute delivery to Customer, and risk of loss will thereupon pass to Customer; however, title shall remain in Ram-Lin (Central Florida Trailers, Inc.), until payment by Customer in full for the Products and any and all other outstanding indebtedness to Ram-Lin (Central Florida Trailers, Inc.) whatsoever. Ram-Lin (Central Florida Trailers, Inc.) shall not be responsible for any loss, damage or delay during transportation. (c) Claims for shortages and damage must be made to carrier within ten (10) days after delivery. (d) Products invoiced and held by Ram-Lin (Central Florida Trailers, Inc.) at Customer's request will be held at Customer's risk and expense.

6. Design Changes. Ram-Lin (Central Florida Trailers, Inc.) reserves the right to make changes in the design of the Product if such changes, in Ram-Lin's (Central Florida Trailers, Inc.) sole judgment, tend to improve the performance or otherwise benefit the Product.

7. Product or Service Discontinuance. Should Ram-Lin (Central Florida Trailers, Inc.) elect to discontinue, curtail or limit a product or service as a result of the application of any governmental statute, regulation or order, including but not limited to any statute, regulation or order applicable to prices, transportation, energy, pollution or product safety, which in Ram-Lin's (Central Florida Trailers, Inc.) judgment, will render the production or marketing of such product economically, technologically or commercially infeasible, Ram-Lin (Central Florida Trailers, Inc.) may, without penalty or other charge, terminate this agreement with respect to such product upon thirty (30) days prior written notice to Customer.

8. Special Jigs, Dies or Tools. Regardless of any charges made for special jigs, dies or tools, such items remain the property of Ram-Lin (Central Florida Trailers, Inc.) unless otherwise specifically agreed. They may be disposed of when, in Ram-Lin's (Central Florida Trailers, Inc.) opinion, they have become obsolete.

9. Limited Warranty and Limitation of Liabilities. Ram-Lin (Central Florida Trailers, Inc.) warrants to Customer that Products purchased hereunder will be free of defects in material and workmanship for the warranty period of one (1) year from the date of original shipment of the Product. Any Product repaired or replaced under warranty is only warranted for the period of time remaining in the original warranty for the Product. The warranty provided herein shall extend to any Product which has proved defective and has failed through normal use, but excludes and does not cover any Product or parts thereof which has been accidentally damaged, disassembled, modified, misused, identification label removed or device unsealed, used in applications which exceed the Product specifications or ratings, neglected or improperly maintained, improperly installed or otherwise abused or is used in hazardous activities. Ram-Lin (Central Florida Trailers, Inc.) reserves the right to modify its warranty at any time, in its sole discretion. All Products, which are experimental Products, prototypes or Products used in field trials, are not warranted. Ram-Lin (Central Florida Trailers, Inc.) makes no other warranty, express or implied, with respect to the Products. IN PARTICULAR RAM-LIN (CENTRAL FLORIDA TRAILERS, INC.) MAKES NO WARRANTY RESPECTING THE MERCHANTABILITY OF THE PRODUCTS OR THEIR SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Upon Ram-Lin's (Central Florida Trailers, Inc.) confirmation of a defective Product, Ram-Lin's (Central Florida Trailers, Inc.) liability is limited (at Ram-Lin's (Central Florida Trailers, Inc.) election) to (1) refund of Customer's purchase price for such Products (without interest), (2) repair of such Products, or (3) replacement of such products; provided, however, that such Products must be returned to Ram-Lin

## RAM-LIN CUSTOMER TERMS AND CONDITIONS

(Central Florida Trailers, Inc.), along with acceptable evidence of purchase, within one (1) year from date of delivery, transportation charges prepaid. Customer must claim under the warranty in writing not later than thirty (30) days after the claimed defect is discovered. CUSTOMER SHALL NOT IN ANY EVENT BE ENTITLED TO, AND RAM-LIN (CENTRAL FLORIDA TRAILERS, INC.) SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE INCLUDING, WITHOUT BEING LIMITED TO, LOSS OF PROFIT, PROMOTIONAL OR MANUFACTURING EXPENSES, OVERHEAD, INJURY TO REPUTATION OR LOSS OF CUSTOMERS. CUSTOMER'S RECOVERY FROM RAM-LIN (CENTRAL FLORIDA TRAILERS, INC.) FOR ANY CLAIM SHALL NOT EXCEED CUSTOMER'S PURCHASE PRICE FOR THE PRODUCTS IRRESPECTIVE OF THE NATURE OF THE CLAIM WHETHER IN CONTRACT, TORT, WARRANTY, OR OTHERWISE.

10. Indemnification. Customer shall be responsible for inspecting and testing all products delivered to it hereunder upon receipt and before use by Customer. Customer assumes all responsibility and liability for injury or damages resulting from its handling, possession, use or sale of Products supplied hereunder including, but not limited to any injury or damages resulting from the use of product in Customer's manufacturing operations or in combination with other products, and agrees to defend and indemnify Ram-Lin (Central Florida Trailers, Inc.) from and against all claims, losses, liabilities and expenses (including attorney's fees and other litigation or settlement costs) arising out of such handling, possession, use or sale.

11. Product Returns. No return of Products will be accepted by Ram-Lin (Central Florida Trailers, Inc.) without a return material authorization number (RMA No.), which will be issued by the Ram-Lin (Central Florida Trailers, Inc.) Customer Service Department in Ram-Lin's (Central Florida Trailers, Inc.) sole discretion. The issuance of an RMA No. does not indicate or guarantee that a credit will be issued to Customer or the acceptance of a Customer debit memo. Products must be shipped transportation charges prepaid in original shipping cartons and must be complete with all packing materials and data specification sheets; Product identification and serial number labels must be intact and legible. If returned Products are claimed to be defective, a complete written description of the nature of the defect must accompany all returned Products. All items not eligible for return as determined by Ram-Lin's (Central Florida Trailers, Inc.) sole discretion will be returned to Customer, transportation collect. Ram-Lin (Central Florida Trailers, Inc.) shall be allowed a reasonable period to investigate a defective Product claim and shall be given access to Customer's relevant records and data for this purpose. Non-defective Product accepted for credit or exchange may be subject to a reasonable restocking fee and service charge when the error is not Ram-Lin's (Central Florida Trailers, Inc.); acceptance of such return will be at the sole discretion of Ram-Lin (Central Florida Trailers, Inc.) Products returned for credit must be returned freight prepaid in a condition identical to the original shipment by Ram-Lin (Central Florida Trailers, Inc.)

12. Confidentiality. If either party hereto receives from the other party written information which is marked "Confidential" and/or "Proprietary" the receiving party agrees not to use such information except in the performance hereof, and to treat such information in the same manner as it treats its own confidential information. Confidential information that is disclosed orally or visually will be confirmed as confidential or proprietary in writing within ten (10) days after such disclosure. The obligation to keep information confidential shall not apply to any such information that has been disclosed in publicly available sources; is in the rightful possession of the party receiving the confidential information without an obligation of confidentiality; or is required to be disclosed by operation of law. Except as otherwise provided herein, the obligation not to disclose shall be for a period of one (1) year after the termination hereof. Customer shall not use the Ram-Lin (Central Florida Trailers, Inc.) name or the name of any of its affiliates in any public statement or publicize the fact the parties are doing business, without the prior written consent of Ram-Lin (Central Florida Trailers, Inc.)

13. Statements and Advice. If statements or advice, technical or otherwise, is offered or given to Customer, such statements or advice will be deemed to be given as an accommodation to Customer and without charge and Ram-Lin (Central Florida Trailers, Inc.) will have no responsibilities or liabilities whatsoever for the content or use of such statements or advice.

14. Publications. Publications describing Ram-Lin's (Central Florida Trailers, Inc.) products are intended to be typical of design, form factor and performance, but in themselves do not constitute a specific offer to sell in accordance with stated specifications: such publications do not bind Ram-Lin (Central Florida Trailers, Inc.) in any way.

15. Copying or Replicating Products. The Products sold are for Customer's individual use and may not be copied or replicated. Customer shall be liable for all damages, including loss of anticipatory profits, incurred by Ram-Lin (Central Florida Trailers, Inc.) as a result of such conduct.

16. Force Majeure. Ram-Lin (Central Florida Trailers, Inc.) 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, Force Majeure, acts of God, acts of Customer, strikes, labor disputes, epidemics, floods, quarantine restrictions, civil commotion, war, hostilities, insurrection, riot; rules, law, orders, actions, seizures, requisitions, priorities, preferences, instructions, regulations, restrictions, or actions of any government or any agency or subdivision thereof; casualties, fires, accidents, embargoes, quotas, transportation delays; shortages of labor, materials, fuel, power or transportation facilities; detention of Product by customs authorities, sinking of vessels, loss of Product in public or private warehouses, or inability to procure or

delay in procuring materials, goods, labor or manufacturing facilities from Ram-Lin's (Central Florida Trailers, Inc.) usual sources or in its usual manner. In any such event Ram-Lin (Central Florida Trailers, Inc.) shall have the right to, at its election to and without liability to Customer, to (a) cancel all or portion of this Agreement, or (b) perform this Agreement as so restricted or modified, and Customer shall accept such restricted or modified performance, or (c) perform this Agreement within a reasonable time after the cause for non-performance or delay has terminated. Delay in delivery of any installment shall not relieve Customer of its obligation to accept subsequent deliveries or pay for prior deliveries.

17. Termination. Ram-Lin (Central Florida Trailers, Inc.) reserves the right to cancel an Order in whole or in part at any time by written notice, fax, telex, e-mail or any other electronic means if the Customer fails to comply with any of its Terms and Conditions.

18. Export Regulations. Some Products may be subject to export regulations. Customer agrees as one of the terms of purchase not to export or re-export such Product without having obtained and executed proper export licenses from the United States Government and/or complied fully with all regulations of the United States Government relating to such export or re-export. Further, if Customer requires Ram-Lin (Central Florida Trailers, Inc.) to export such Products from the United States, Customer agrees to furnish Import Certificates and other documents as may be required by the United States Government to enable Ram-Lin (Central Florida Trailers, Inc.) to obtain export licenses from the United States Government. In the event the United States Government fails to grant an export license, Ram-Lin (Central Florida Trailers, Inc.) shall be considered blameless, and Customer's obligations hereunder shall remain unchanged.

19. International Traffic in Arms Regulations (ITAR). Information furnished to customer under this quote or within the selling process may contain data subject to U.S. Export Laws and Regulations. Customer is advised that such data may not be exported, or re-exported to foreign persons employed by or associated with or under contract to Customer or Customer's suppliers or customers without the prior written consent of Ram-Lin (Central Florida Trailers, Inc.) and under the authority of an export license or applicable license exemption. If such data is marked as export controlled, Customer shall indemnify Ram-Lin (Central Florida Trailers, Inc.) and hold Ram-Lin (Central Florida Trailers, Inc.) harmless from and against any and all claims, liabilities and expenses resulting from Customer's failure to comply with the export laws and regulations of the United States. Customer's acceptance of this quote confirms that:

1. It is not a foreign corporation

2. It is not a representative of a foreign interest

20. Electronic Data Interchange. If Ram-Lin (Central Florida Trailers, Inc.) and customer have mutually agreed to use an Electronic Data Interchange (EDI) system to facilitate purchase and sale transactions, customer agrees: that it will not contest (a) any contract of sale resulting from an EDI transaction under the provisions of any law relating to whether agreements must be in writing or signed by the party to be bound thereby; or (b) the admissibility of copies of EDI records under the business records exception to the hearsay rule, the best evidence rule or any other similar rule, on the basis that such records were not originated or maintained in documentary form. Ram-Lin (Central Florida Trailers, Inc.) and Customer will negotiate and agree on technical standards and methods to use in making EDI purchases, and will use proper security procedures to protect EDI records from improper access. The business records maintained by Ram-Lin (Central Florida Trailers, Inc.) regarding EDI purchases made by Customer shall be controlling.

21. General. (a) The Terms and Conditions may not be modified or cancelled without Ram-Lin's (Central Florida Trailers, Inc.) written agreement. The sale of Products hereunder will be governed by the Terms and Conditions, notwithstanding contrary or additional terms and conditions in any purchase order, planning schedule, acknowledgement, confirmation or any other form or document issued by either party effecting the purchase and/or sale of Products. (b) No rights, duties, agreements or obligations hereunder may be assigned or transferred by either party without the prior written consent of the other. The obligations, rights, terms and conditions hereof will be binding upon and inure to the benefit of the parties hereto and their successors and assigns. (c) 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. (d) If any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions in any hereof in that jurisdiction or affecting the validity or enforceability of such provision in any other jurisdiction. (e) The Terms and Conditions will be governed by and construed in accordance with the laws of the State of Florida and all the applicable laws of the United States. Customer will not directly or indirectly export, re-export, sell or transfer any Product to any country for which an export license or other government approval is required without first obtaining all licenses and other approvals. (f) In the event of inconsistency between any term of this agreement and any translation into another language, the English language meaning shall control. (g) Any and all disputes or controversies arising under, out of or in connection with this agreement or the sale or performance of the Products shall be resolved by final and binding arbitration in Florida under the rules of the American Arbitration Association. The arbitrators shall have no power to add to, subtract from or modify any of the terms or conditions of this contract.