

TERMS AND CONDITIONS OF SALE

ALL ORDERS PLACED BY BUYER WILL BE SUBJECT TO THE TERMS AND CONDITIONS OF SALE SET FORTH BELOW. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY BUYER ARE DEEMED TO BE REJECTED UNLESS EXPRESSLY CONSENTED TO IN WRITING BY AN OFFICER OF FOODPRO CORPORATION (HEREIN REFERRED TO AS "SELLER").

1. **CREDIT TERMS AND LEGAL COSTS.** Seller, within its sole and absolute discretion, reserves the right to require Buyer to tender to Seller all or a portion (as determined by Seller and within its sole discretion) of the total due for all items of goods and/or Services (as later defined herein in paragraph 2) ordered by Buyer from Seller when an order is placed. Seller reserves the right to bill the amount due for any part of an order which has been completed, unless otherwise specified in writing by Seller. Seller shall be entitled to collect a finance charge on the unpaid balance of any billing which has been outstanding for more than 30 days after the date due as set forth on Seller's invoice (or if no date due is set forth on said invoice, the finance charge shall accrue on the unpaid balance of any billing which has been outstanding for more than 30 days from the date of said invoice). Such finance charge shall be applied to the unpaid balance at the rate of 1½ % per month (corresponding to an annual percentage rate of 18%). Invoices are deemed to be approved by the Buyer unless written notice of any disputed item is provided to Seller within the time and in the manner designated on Seller's invoice. All orders not paid for in full in cash are subject to credit approval by Seller and, within its sole discretion, may be declined by Seller at any time. Seller shall be permitted to charge Buyer the greater of the sum of \$25.00 or the sum charged to Seller by its bank for any checks tendered to Seller by Buyer which Seller deposits and are returned by the bank for any reason. If in Seller's judgment there is an impairment of the Buyer's credit or if Seller feels insecure for any reason or if there is any default in the payment of any of Buyer's indebtedness to Seller, when due, then a) all indebtedness of Buyer to Seller on all open accounts, including work in process, shall be due and payable and/or b) Seller, at its sole discretion, shall (without any liability for damages whatsoever) have the right to suspend or cancel any Services (as later defined in paragraph 2 which follows) or the delivery of goods to the Buyer. Such action by Seller as described in the preceding sentence shall not relieve Buyer from being responsible to pay all sums then due to Seller as provided in these Terms and Conditions of Sale for any goods and/or Services, as aforesaid, which have been ordered and/or delivered and/or provided and any other damage(s) to Seller including, but not limited to, Seller's loss of profits. Buyer agrees to pay all cost of collection including court costs, expert witness' fees, a reasonable allowance for Seller's time and effort in collection and the greater of attorney fees in the amount of 33 ⅓% of any amount due (including interest charges) or Seller's actual incurred attorney's fees. If Seller commences a collection effort (or files suit) to obtain payment and does not use an attorney for collection of any sum(s) due on an account which has remained unpaid beyond 120 days after Seller has sent out an invoice to Buyer, then a reasonable allowance for all of the Seller's time and costs incurred (beginning from when the invoice(s) became due) may be added to any sum(s) due. As security for payment of any sum due or to become due, Seller shall have the right to retain possession of and shall have a lien on all Buyer's goods or property in Seller's possession including work in process and finished work. The extension of credit or the acceptance of notes, trade acceptances or guarantees of payment shall not affect such security interest and lien.

2. **SERVICE POLICY.** Prices quoted by Seller do not include Services (herein called "Service or Services") unless otherwise specified by an officer of Seller in writing. Should any Service be requested of Seller which Seller agrees in writing to perform then such Service will be rendered only upon written approval from an officer of Seller at and for the sum specified in writing at the time such written approval has been given by Seller to Buyer. All Services which Seller has agreed to perform for Buyer will be done during normal working hours (Monday through Friday, between 8:00 AM and 5:00 PM), unless an officer of Seller has, in writing, agreed to do so at any other time and any additional charges for same shall be payable by Buyer upon being billed by Seller and shall, include but not be limited to, all costs incidental to performing said Services such as labor, administrative charges and any other charges associated with same.

3. **CLAIMS.** As a condition precedent to making any claims against Seller of any nature whatsoever, Buyer shall make any claim in writing to Seller as follows: a) if the item is for perishable goods and/or Services (as described herein) performed then such claim shall be made within 48 hours of delivery of the perishable item or the performance of the Services, and b) if the claim is for non perishable items then the claim shall be made within seven (7) calendar days of delivery of such item. "Perishable goods and/or Services" are defined herein to mean goods and or Services which, in the sole opinion of Seller, threaten to decline in value speedily. The goods about which a claim is being made and/or evidence of the claimed Service problem must be held and/or preserved at Buyer's place of business for Seller's inspection, otherwise such claim shall be deemed waived. No claim may in any event be made after goods have in whole or in part been used and/or modified and/or processed by the Buyer or if damaged by the Buyer and/or if Buyer made an inspection of the goods at Seller's place of business and raised no objection in writing to Seller at that time. No goods may be returned to Seller without an officer of Seller giving prior written consent and if a return is permitted, Buyer agrees that it shall be without liability being imposed upon Seller for any reason including, but not limited to, any delay caused thereby.

4. **JURISDICTION.** Buyer hereby waives trial by jury and the right thereto in any action or proceeding arising out of, under or by reason of any sale of goods as provided herein and/or (where applicable) the providing of any Service as provided herein. Buyer's contractual relationship with Seller as described herein constitutes an agreement made in Maryland and is governed by the laws of Maryland. At Seller's express and sole election, any action arising from such agreement shall be litigated solely in Maryland, and Buyer hereby consents to the personal jurisdiction and exclusive venue of any local, state or federal court located in Maryland.

5. **INDEMNIFICATION.** Buyer shall indemnify and hold harmless Seller from any and all liability, loss, cost, expense and damages (including attorney's fees) on account of any and all manner of claims, demands, actions and proceedings arising out of Buyer's breach of these Terms and Conditions of Sale and/or arising out of the sale by Seller to the Buyer of the goods and/or (where applicable) the sale of Services described in these Terms and Conditions of Sale and/or arising out of the use of said goods and/ or Services, as aforesaid, by Buyer or a third party. Buyer agrees to protect the Seller from economic loss and any other harmful consequences that might arise in connection with patent or trademark infringement on account of the preparation and manufacture of any goods in accordance with Buyer's specifications. The Buyer agrees to, at Buyer's own expense, promptly defend and continue the defense of any such claim, demand, action or proceeding that may be brought against Seller provided that Seller shall promptly notify the Buyer with respect thereto, and provided further

that Seller shall give to the Buyer such reasonable time as the exigencies of the situation may permit in which to undertake and continue the defense thereof.

6. **SOLVENCY.** Buyer represents to Seller that it is solvent in that its assets exceed its liabilities and it can meet its debts and obligations as they become due.

7. **CREDITS.** Any credit due to Buyer shall be void one year after being issued if not used by Buyer. Buyer shall only be permitted to use credits against outstanding sums due to Seller provided Buyer has first obtained from an officer of Seller prior written approval. Seller reserves the right to at any time apply any credit due to Buyer against open and outstanding sums due to Seller with or without prior notice to Buyer.

8. **CHANGES REQUIRING SELLER APPROVAL.** No changes to any of these Terms and Conditions of Sale shall be binding upon Seller unless confirmed to Buyer in writing by an officer of Seller.

9. **NO IMPLIED WAIVERS.** Any waiver by Seller of any of these Terms & Conditions for one or more particular orders shall not constitute a waiver of such Term & Condition in any other instance, nor shall the waiver of any particular Term & Condition be construed to imply the waiver of any other Term & Condition.

10. **SECURITY INTEREST.** Seller reserves and the Buyer hereby grants to Seller a Purchase Money Security Interest in any goods sold by Seller to Buyer in the amount of their purchase price along with a continuing security interest in all of Buyer's presently owned or hereafter acquired a) goods, b) instruments, c) chattel paper (including without limitation Electronic Chattel Paper and Tangible Chattel Paper), d) documents, e) accounts, f) accounts receivable, g) general intangibles including without limitation all payment intangibles and software) h) investment property i) letters of credit rights as extracted collateral j) inventory k) fixtures and all proceeds (including insurance proceeds) and products of the items described in this paragraph as well as all of the books and records pertaining to any of the above described items in this paragraph. Seller may file a financing statement (Seller being constituted an agent of Buyer to sign on Buyer's behalf {when, in Seller's sole discretion, it is needed} or Buyer shall execute it if requested by Seller) with appropriate State or Local authorities in order to perfect Seller's security interest. Any such filing shall not create an obligation of Seller to sell goods to Buyer or to perform any Service (where applicable as provided herein) for Buyer.

11. **CANCELLATION.** All sales of goods and/or (where applicable) Service as provided herein to Buyer shall not be subject to cancellation by Buyer before or after acceptance by Seller except with the prior written consent of an officer of Seller, and then only upon terms and conditions that will fully indemnify Seller against all losses resulting there from. Losses of Seller as to goods may include, at Seller's option, up to a 25% restocking charge for regular orders (as determined by Seller within its sole discretion) and/or other costs imposed on Seller by third parties (as determined by Seller within its sole discretion). All sales to Buyer of special ordered goods (as determined by Seller within its sole discretion) and/or non-stock items shall be final without any right to a refund or to return same to Seller.

12. **DELIVERIES, LIMITATION OF LIABILITY, DELAYS. SELLER SHALL, UNDER NO CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE FOR DELAYS, NONPERFORMANCE, LOSS OR DAMAGES, WHETHER DIRECT OR CONSEQUENTIAL, DUE TO ANY CIRCUMSTANCES BEYOND SELLER'S CONTROL (INCLUDING, BUT NOT LIMITED TO, FIRE, FLOOD, INCLEMENT WEATHER, LOCKOUT, UNAVAILABILITY OF SUPPLIES, ACTS OF BUYER AND/OR BUYER'S EMPLOYEES, AND**

AGENTS, A STATE OF WAR, RIOT, CIVIL DISORDER, FIRE, STRIKES, ACCIDENTS, EQUIPMENT BREAKDOWN, DELAYS IN OBTAINING SUPPLIES OR VARIOUS ACTION OF GOVERNMENT OR CIVIL AUTHORITY, ACTS OF GOD ETC.), IN WHICH EVENT SELLER SHALL HAVE THE RIGHT TO REVOKE ITS AGREEMENT TO SELL ANY GOODS TO BUYER AND/OR (WHERE APPLICABLE AS PROVIDED HEREIN) REVOKE ITS AGREEMENT TO PROVIDE SERVICE TO BUYER, WITHOUT ANY RESPONSIBILITY OR LIABILITY TO BUYER WHATSOEVER FOR DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES WHICH ARE DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE AND/OR INCIDENTAL.

Unless an officer of Seller has agreed in writing otherwise and the amount to be paid to Seller by Buyer for same has been specified in writing, the Seller's prices are for a single shipment, without storage, F.O.B. Seller's platform. Seller's pricing is based on continuous and uninterrupted delivery of the complete order. Unless otherwise specified in writing by an officer of Seller to Buyer, all expenses and costs for delivery of materials and supplies from the Buyer to Seller or from the Buyer's supplier to Seller shall be the Buyer's responsibility.

Unless otherwise stated in writing by an officer of Seller to Buyer, Seller shall make all deliveries within ninety (90) days from the date of Buyer's order; however, Seller shall have the right to either cancel such order without further liability to Buyer or to extend such date of delivery up to another ninety (90) days provided Seller gives notice to Buyer at any time prior to the expiration of said ninety (90) days from the date of Buyer's order. All deliveries which Seller, in writing, has agreed to make to Buyer will be done during normal working hours (Monday through Friday, between 8:00 AM and 5:00 PM), unless an officer of Seller has, in writing, agreed to special delivery terms with Buyer including a designated required time and date deadline then delivery shall be required within such designated deadline; however, any additional charges for same shall be payable by Buyer upon being billed by Seller and shall include, but not be limited to, all costs incidental to doing such delivery for items such as labor, administrative charges and any other charges associated with same.

Any delays regarding the shipping of goods or otherwise caused by Buyer or its agents, servants, or employees, which cause any increase in expense from any source or party will be borne by Buyer and billed to Buyer in accordance with these Terms and Conditions of Sale. Goods sold to Buyer will travel totally at Buyer's risk and cost and the Buyer assumes all risks of loss, injury or destruction occurring after the time of shipment from Seller and/or the manufacturer or from elsewhere. No such loss, injury or destruction shall operate in any manner to release the Buyer from the obligation to pay for the shipped goods. In the event of damage or loss in transit, Seller will, if feasible, assist Buyer in asserting Buyer's claim against the carrier or insurer. Seller shall not be responsible for any claim for demurrage charges.

If the delivery of goods and/or performance of Services (where applicable as provided herein) is suspended by Seller as permitted in these Terms and Conditions of Sale, then any time periods agreed to by Seller in writing prior thereto concerning the sale of goods and/or for the performance of Services to Buyer shall be extended for an equal period in the event Seller later deems itself no longer in need of such right to suspend as provided herein.

13. PURCHASES BY CREDIT CARD. If Buyer shall pay its obligation to Seller by credit card, Buyer shall not be permitted to cancel same after payment has been made by the credit card, except with the written consent of an officer of Seller

and the granting or withholding of such consent shall be within the sole discretion of Seller.

14. **SAFETY RESPONSIBILITY.** It is the Buyer's and any of its operator's joint and several responsibility to use all goods sold only with proper safety devices and equipment and proper operating procedures to safeguard the operator from injury at all times and on a continuing basis during any set-up, use or operation of the goods sold by Seller. It is the Buyer's responsibility to train all operators in proper and safe operation and usage of all goods sold by Seller. It is the Buyer's and operator's further joint and several responsibility to assure that such set-ups, uses and operations are not beyond the rated capacities of the goods sold by Seller to Buyer and are not used in any manner or on materials or persons for which the goods were not designed. It is the Buyer's and operator's joint and several responsibility to set-up, use and operate the goods sold by Seller to Buyer in conformity with all Federal, State and local government safety and health standards and all industry safety and health standards. Seller will not be responsible for, and Buyer and its operator will indemnify and exonerate Seller from, expenses of defense (including, but not limited to, attorneys' fees) and any and all claims and judgments (including, but not limited to, compensatory and/or punitive damages) resulting from non-compliance with any provisions of this paragraph.

15. **TAXES.** All applicable sales, use and other Federal, State and local taxes and filing fees are to be paid by Buyer, or, if paid by Seller, may be added to invoice(s) rendered to Buyer or invoiced separately, and Buyer shall be obligated to pay same in accordance with invoice payment terms as provided in these Terms and Conditions of Sale. If Buyer fails to make payment thereof and/or to file a return, Seller is hereby appointed as Buyer's attorney-in-fact for the purposes of having the right to file a return and/or to make payment of the tax and/or filing fees and the amount so paid shall become immediately due and payable by Buyer to Seller and shall be in addition to any and all other money due and payable under these Terms and Conditions of Sale.

16. **DISCLAIMER OF WARRANTIES. SELLER HAS NOT MADE NOR IS IT PROVIDING ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, UNLESS OTHERWISE EXPRESSLY APPROVED IN WRITING BY AN OFFICER OF SELLER. SELLER FURTHER HAS NOT PROVIDED NOR IS IT MAKING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR PARTICULAR PURPOSE ON ANY GOODS, COMPONENT PARTS, OR MATERIALS. BUYER ACKNOWLEDGES THAT SELLER'S SALESMEN MAY NOT AND CAN NOT MAKE ANY WARRANTIES CONTRARY TO THIS DISCLAIMER.**

17. **LIMITATION OF LIABILITY.** Seller's liability and Buyer's sole remedy shall be limited, at Seller's sole option, to any one or more of the following:

- (a) For Seller to repair or replace the goods ordered by Buyer; however, if a repair or replacement is made then Buyer shall, upon Seller's election, return to Seller the goods which had been previously delivered that are being repaired or replaced; or
- (b) For Seller to rectify any Services performed by Seller (as provided herein) which Buyer claims were done incorrectly; or
- (c) To cancellation of the order for the goods and/or Services at issue (whether or not any delivery of goods has been made or any Services, as provided herein, have been performed) and for Seller to refund the amount of the invoice price charged by Seller to the Buyer on that particular sale of goods and/or Services (if Services were provided as described herein), if Seller has been paid. Buyer shall, upon Seller's

election, where the sale of goods are involved, be required to return to Seller the goods, if any, which had been previously delivered; and where Services (where applicable as provided herein) of Seller are involved, Buyer shall, at Seller's election, be required to return to Seller such items which were provided by Seller to Buyer during the performance of the aforesaid Services for which a refund will be made by Seller, if any Services had been performed.

In no event will Seller be liable to Buyer for any reason caused by events or matters beyond its control, including, but not limited to, fire, flood, inclement weather, lockout, unavailability of supplies, acts of Buyer and/or Buyer's employees, and agents, a state of war, riot, civil disorder, fire, strikes, accidents, equipment breakdown, delays in obtaining supplies or various action of government or civil authority, acts of God etc.

EXCEPT AS SET FORTH IN THIS PARAGRAPH, SELLER SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, DAMAGES WHICH ARE DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL AND/OR PUNITIVE.

18. **SPECIFICATIONS.** Specifications for any goods and/or (where applicable as provided herein) Service are subject to change by Seller without notice prior to Seller's acceptance of Buyer's order.

Any requested plans and specifications requested by Seller from Buyer shall be supplied immediately and shall thereafter become Seller's property. The correctness of any information provided by Buyer, including but not limited to, measurements and details contained in the plans and specifications supplied by the Buyer to the Seller shall be the responsibility of the Buyer and Seller shall have no direct or indirect liability regarding same.

Any changes to any plans and specifications requested by Buyer shall only be binding upon Seller if approved in writing by an officer of Seller and upon such acceptance by Seller, then Buyer shall be responsible to pay all invoices thereafter sent to Buyer by Seller for such changes, as aforesaid, in accordance with these Terms and Conditions of Sale. Seller shall have the right to make minor substitutions of goods providing same do not, in Seller's opinion, affect the design lines or quality of the finished goods.

19. **CONFESSION OF JUDGMENT.** The Buyer hereby irrevocably authorizes and empowers any attorney of any Court of Record within the United States to appear for the Buyer in any Court in one or more proceedings, or before any Clerk thereof, and to confess judgment against the Buyer, without prior notice or opportunity for a prior hearing, in favor of Seller, or its assigns or successors in interest, for any sums due by virtue of a sale of goods and/or (where applicable as provided herein) Services from Seller to Buyer, plus accrued interest, costs of suit and collection fees including the greater of attorney fees in the amount of 33 1/3% of any amount due (including interest charges) or Seller's actual incurred attorney's fees. Buyer hereby waives all rights to stay of execution on said judgment, as well as any demand or presentment for payment, notice of dishonor, protest, notice and trial by jury.

20. **STATUTE OF LIMITATIONS.** No action by Buyer shall be brought at any time against Seller unless written notice of any claim alleged to exist is delivered by Buyer to Seller as provided herein. Any legal proceedings in connection with such claim shall be filed within twelve months after the event complained of first became known or should have become known to Buyer or shall be considered forever barred.

21. **PRICE CHANGES.** Until goods are delivered to Seller and/or Services (where applicable herein) completed, Seller shall have the right to charge Buyer any increase in pricing that is imposed upon Seller for any reason including, but not limited to, manufacturer's increases in pricing, increases in the costs of freight, labor charge increases, pension or other social benefit charges for employees.

22. **DEFAULT.** Buyer shall, without limitation, be in default of these Terms and Conditions of Sale if Buyer shall a) become insolvent as described herein, b) fail to make any payment to Seller when due whether for the sale of any goods and/or (where applicable as provided herein) the sale of Service and/or if Buyer shall be in default of any other agreement with Seller, c) fail to notify Seller in writing of any material adverse change in the financial condition of Buyer and/or any of Buyer's Guarantors which are guaranteeing payment for goods sold to Buyer by Seller d) have made any misrepresentation in respect to this Credit Application and these Terms and Conditions of Sale and/or any other agreement between Seller and Buyer e) and/or otherwise fail to fulfill any other obligations required of Buyer for the benefit of Seller. In such event, Seller may immediately declare the entire amount of any unpaid balance due and payable to Seller (including but not limited to interest and attorneys fees) and refuse, without notice to Buyer, to ship and/or deliver any undelivered goods and/or perform any Services for which Seller has become obligated as described in writing as specified herein as well as exercise any other remedy existing at law or equity, including the repossession of any goods contemplated to be sold herein which may have been delivered and without prejudice to any other remedy to which Seller is entitled. Buyer hereby agrees that at all times prior to making payment in full to Seller, Buyer shall:

- (1) Keep the goods sold herein free from all liens and encumbrances;
- (2) Not use or permit the aforesaid goods, or any item, element or component thereof, to be used in any careless, reckless or negligent manner which is likely to be injurious to said goods;
- (3) Not make or permit any alterations to said goods without Seller's prior written consent;
- (4) Upon reasonable notice during regular business hours, permit inspection of the goods by Seller or Seller's designated agent; and
- (5) Keep the goods sold herein protected, and insured in an amount equal to or greater than the sale price at the location where same were shipped or wherever located.

23. **BUYER'S PROPERTY.** Seller will only maintain fire and extended coverage on property belonging to the Buyer while the property is in Seller's physical possession. Seller's liability for such property will not exceed the amount recoverable from Seller's insurance.

24. **TITLE.** Title and ownership of all goods shall remain with Seller after receipt thereof by Buyer until payment therefore has been made in full. After receipt thereof by Buyer, all of such goods shall be and shall remain personal property and shall retain their character as such even if they are installed on permanent foundations or in any other manner affixed or attached directly or indirectly to realty, and without regard to the purposes for which they may be used. The rights of Seller to possession of such goods until the purchase price therefore shall have been paid in full shall be superior to any rights of the Buyer to possession thereof. If Buyer shall fail to make any payment when due, Seller shall be entitled to all remedies available under the Uniform Commercial Code in force in the State of Maryland on the date the goods

were ordered from Seller, including the right to repossess the goods by self help and without resort to judicial process.

25. **SURVIVAL.** The provisions of these Terms and Conditions of Sale which benefit Seller (for example and not in limitation thereof: delays, warranty limitations, indemnification, limitation of liability, late payments, security interest, confession of judgment, statute of limitations, jurisdiction, default, taxes, notice etc.) as well as the obligations of Buyer as set forth herein (for example and not in limitation thereof: default, solvency, late payments, etc.), shall continue in effect even after Seller and Buyer discontinue doing business with each other.

26. **ASSIGNMENT.** Any obligation of Seller to Buyer resulting for the sale of goods and/or (where applicable as provided herein) Service shall not be assignable by Buyer, unless approved in writing by an officer of Seller. All rights of Seller shall inure to the benefit of its successors and assigns and all obligations of the Buyer shall bind its successors and assigns, heirs and personal representatives.

27. **SEVERABILITY.** In the event any one or more of the provisions contained in these Terms and Conditions of Sale should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein or therein shall not in any way be affected or impaired thereby. The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

28. **CAPTIONS AND GENDER.** The captions and headings hereof are for identification and convenience only and shall be disregarded in any interpretation of the provisions hereof. Use of masculine gender here in shall be construed where appropriate to include the feminine and neuter genders. Additionally, use herein of the singular shall include the plural and use herein of the plural shall include the singular.

29. **APPROVALS.** Buyer shall be responsible for obtaining all necessary approvals and documents required by applicable law in order to sell or use any of the goods sold by Seller to Buyer.

30. **SEAL.** Buyer hereby acknowledges that any Credit Application which it has executed to obtain credit from Seller contains an authorized signature of a representative of Buyer and if it contains the word "seal" adjacent to the signature of Buyer's representative, said word has been inserted to impose a twelve year statute of limitations as to Buyer.

31. **ENTIRE AGREEMENT.** These Terms and Conditions of Sale constitutes the entire contract between the Buyer and Seller with regard to the sale of goods and/or (where applicable as provided herein) the sale of Services and are binding upon Buyer and its heirs, personal representatives, successors and assigns. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of these Terms and Conditions of Sale. Acceptance of, or acquiescence in, a course of performance rendered under these Terms and Conditions of Sale or any prior agreement shall not be relevant or admissible to determine the meaning of these Terms and Conditions of Sale even though the accepting or acquiescing party has knowledge of the nature of the performance and an opportunity to make objection. No other representations, understandings, or agreements have been made or relied upon in the making of these Terms and Conditions of Sale other than those specifically set forth in writing and approved by an officer of Seller and any contrary terms are expressly rejected.

32. **NOTICES.** All written notices which are required herein shall be given either a) by personal delivery evidenced by proof of a receipt or b) by certified or

registered U.S. mail, return receipt requested, postage prepaid, to the following addresses:

i) If to the Seller: 321 East 5th Street, Frederick, Maryland 21701 Att: Credit Manager with a copy to: Chief Financial Officer.

However, if a main office address for Seller is otherwise specified on Seller's website, then that address shall be used.

ii) If to the Buyer: to the address set forth on the Credit Application supplied by Buyer to Seller or to the last known address that Seller has for Buyer.

Any written notice which Buyer serves upon the Seller, as required herein, shall be considered sufficiently given when actually received by Seller's Credit Manager and/or Chief Financial Officer. Any written notice required to be given herein by Seller to Buyer shall be sufficiently given upon mailing such notice to the address described in the section shown as ii) immediately above or upon making personal delivery evidenced by proof of a receipt.