

GENERAL TERMS AND CONDITIONS OF SALE

1. Applicability.

(a) These terms and conditions of sale (these “**Terms**”) are the only terms which govern the sale of the goods (“**Goods**”) and services (“**Services**”) by Hanwell Inc., a Virginia corporation (“**Seller**”), to the person, firm or company (“**Buyer**”) named in the Quotation, Order Acknowledgment, Purchase Order or Invoice to which these Terms are attached or are incorporated into by reference (“**Sales Confirmation**”). These Terms shall prevail over any inconsistent terms in any Sales Confirmation; provided, and notwithstanding anything in these Terms to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods and Services covered by these Terms (an “**Ancillary Contract**”), the terms and conditions of that Ancillary Contract shall govern to the extent they are inconsistent with these Terms.

(b) The accompanying Sales Confirmation, these Terms and the Ancillary Contract (if any) (collectively, this “**Agreement**”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer has submitted its Purchase Order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.

(c) A contract for the sale and purchase of the Goods and Services shall exist when Seller sends its confirmation and acceptance in writing of Buyer's order. Quotations are not binding until the date of such acceptance. No oral quotations shall be binding on Seller. Delivery periods shall run from the date of such acceptance.

(d) Where specifications are to be supplied by Buyer with respect to the Goods or Services (“**Specifications**”), such Specifications must be supplied before entering into this Agreement. Any working drawings or components that are part of such Specifications must be delivered to Seller by the date agreed in writing by the parties, and delay in the supply of such drawings or components will entitle Seller to defer delivery of the applicable Goods or Services by a period equivalent to such delay.

2. Delivery and Performance.

(a) Seller shall endeavor to adhere to the delivery date set out in the Quotation, but such delivery date is a business estimate only, and Seller shall not in any way be liable for delay in delivery or the consequences of such delay, however caused, including loss or damage in transit.

(b) Unless otherwise agreed in writing by the parties, Seller shall deliver the Goods to Buyer's address as set forth on the applicable Purchase Order (the “**Delivery Point**”) using Seller's standard methods for packaging and shipping the Goods. Buyer

shall be responsible for all unloading costs, equipment and labor reasonably suited for receipt of the Goods at the Delivery Point.

(c) If for any reason Buyer fails to accept delivery of any of the Goods, or if Seller is unable to deliver the Goods on the delivery date because Buyer has not provided appropriate instructions, documents, licenses or authorizations, then: (i) risk of loss to the Goods shall pass to Buyer; (ii) the Goods shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

(d) No contract for Goods or Services ordered may be cancelled by Buyer without the written acceptance of Seller. If Seller agrees to accept a cancellation, Seller may charge Buyer a cancellation fee of up to fifty percent (50%) of the Price (as defined below) in respect of costs and expenses incurred and other damages without prejudice to any right to claim further costs, expenses or damages, however arising. Buyer is responsible for returning any such Goods, at Buyer's cost, in good condition to Seller.

(e) Seller shall use reasonable efforts to meet any performance dates to render the Services specified in the Sales Confirmation, and any such dates shall be estimates only.

(f) With respect to the Services, Buyer shall (i) cooperate with Seller in all matters relating to the Services and provide such access to Buyer's premises, and such office accommodation and other facilities as may reasonably be requested by Seller, for the purposes of performing the Services; (ii) respond promptly to any Seller request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Seller to perform Services in accordance with the requirements of this Agreement; (iii) provide such customer materials or information as Seller may request to carry out the Services in a timely manner and ensure that such customer materials or information are complete and accurate in all material respects; and (iv) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

(g) Seller reserves the right to sub-contract the fulfillment of any Goods or Services ordered under this Agreement.

3. Non-Delivery.

(a) The quantity of any installment of Goods as recorded by Seller on dispatch from Seller's place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary.

(b) Seller shall not be liable for any non-delivery of Goods (even if caused by Seller's negligence) unless Buyer gives written notice to Seller of the non-delivery within five (5) days after the date when the Goods would, in the ordinary course of events, have been received.

(c) Any liability of Seller for non-delivery of Goods shall be limited to replacing such Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

4. Shipping Terms. Delivery shall be made FOB (Buyer's location).

5. Title and Risk of Loss. Title of the Goods passes to Buyer upon the later of delivery of the Goods at the Delivery Point and payment in full for the Goods. Risk of loss of the Goods passes to Buyer upon delivery of the Goods at the Delivery Point.

6. Amendment and Modification. These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party.

7. Inspection and Rejection of Nonconforming Goods.

(a) Buyer shall inspect the Goods within three (3) days of receipt ("**Inspection Period**"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Seller. "**Nonconforming Goods**" means only the following: (i) product shipped is different than identified in Buyer's Purchase Order; or (ii) product's label or packaging incorrectly identifies its contents.

(b) If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods, 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 Nonconforming Goods to the Delivery Point. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Delivery Point.

(c) Buyer acknowledges and agrees that the remedies set forth in Section 7(b) are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under Section 7(b) or Section 10, all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.

8. Price.

(a) Buyer shall purchase the Goods and Services from Seller at the price (the "**Price**") set forth in Seller's published price list in force as of the date that Seller accepts

Buyer's Purchase Order. If the Price should be increased by Seller before delivery of the Goods to a carrier for shipment to Buyer, then these Terms shall be construed as if the increased price were originally inserted in the Sales Confirmation, and Buyer shall be billed by Seller based on such increased price.

(b) Buyer shall reimburse Seller for all reasonable travel and out-of-pocket expenses incurred by Seller in connection with the performance of the Services.

(c) All Prices are inclusive of all transportation, shipping, and duty charges. All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real or personal property or other assets.

(d) Where additions or changes to the Specifications, Goods or Services are requested by Buyer, Seller reserves the right to accept or deny such requests, in Seller's sole discretion, and, if accepted, to increase the Price to cover any costs (including overhead) arising from or resulting from such change and to extend the applicable delivery period.

9. Payment Terms.

(a) Buyer shall pay all invoiced amounts due to Seller on receipt of Seller's invoice. Buyer shall make all payments by wire transfer or accepted credit card (unless a credit account has been established and approved by Seller) and in US dollars. Where a credit account has been established, payment shall be made within thirty (30) days of invoice to Seller as set forth on the applicable Purchase Order.

(b) Buyer shall pay interest on all late payments at the lesser of the rate of 1.75% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights under these Terms), Seller shall be entitled to suspend the delivery of any Goods or Services if Buyer fails to pay any amounts when due under these Terms and such failure continues for thirty (30) days following written notice.

(c) Buyer shall not withhold payment of any amounts due and payable because of any set-off against such amounts of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.

10. Limited Warranty.

(a) Seller warrants to Buyer that, for a period of twelve (12) months from the date of shipment of the Goods (“**Warranty Period**”), such Goods will be free from material defects in material and workmanship under normal use and service with proper maintenance; provided, for the avoidance of doubt, such warranty shall only apply to defects that appear during normal and proper operational use in accordance with any operating or service manuals supplied by Seller, and such warranty shall not apply to defects arising from normal wear and tear. The Goods shall not be defective unless (i) they are not in accordance with the Sales Confirmation or the Specifications, if any; or (ii) in the event there are no Specifications, the quality or characteristics of the Goods do not conform to Seller’s published information or, if no such information has been published, the Goods do not conform to the standards Seller considers normal or usual for products of the same kind and sold at a similar price.

(b) Seller warrants to Buyer that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services, and shall devote adequate resources to meet its obligations under this Agreement.

(c) EXCEPT FOR THE WARRANTIES SET FORTH IN SECTIONS 10(a) and 10(b), SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS OR SERVICES, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; or (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. FOR THE AVOIDANCE OF DOUBT, ANY EXPERIMENTAL RESULTS SUPPLIED OR RECOMMENDATIONS MADE AS PART OF ANY SERVICE ARE GIVEN IN GOOD FAITH WITHIN THE LIMITATIONS OF AVAILABLE DATA, AND NO WARRANTY, EXPRESS OR IMPLIED, IS GIVEN AS TO THE PERFORMANCE OF, OR RESULTS OBTAINED FROM, SUCH SERVICE, AND IN NO EVENT SHALL SELLER BE LIABLE FOR THE CONSEQUENCES OF USING OR APPLYING SAID RESULTS OR RECOMMENDATIONS.

(d) Products manufactured by a third party (“**Third Party Product**”) may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods. Third Party Products are not covered by the warranty in Section 10(a). For the avoidance of doubt, **SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**

(e) Seller shall not be liable for a breach of the warranties set forth in Section 10(a) and Section 10(b) unless: (i) Buyer gives written notice of the defect in Goods or Services, as the case may be, reasonably described, to Seller within five (5) days after the time when Buyer discovers or ought to have discovered the defect; (ii) Seller is given a reasonable opportunity after receiving the notice of breach of the warranty set forth in Section 10(a) to examine such Goods and Buyer (if requested to do so by Seller) returns such Goods to Seller's place of business at Seller's cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer's claim that the Goods or Services are defective.

(f) Seller shall not be liable for a breach of the warranties set forth in Sections 10(a) or 10(b) if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; (iii) Buyer alters or repairs such Goods without the prior written consent of Seller; or (iv) the applicable defects arise from any causes beyond Seller's reasonable control.

(g) Subject to Section 10(e) and Section 10(f) above, with respect to any such Goods during the Warranty Period, Seller shall, in its sole discretion, either: (i) repair or replace such Goods (or the defective part) or (ii) credit or refund the price of such Goods at the pro rata contract rate provided that, if Seller so requests, Buyer shall, at Seller's expense, return such Goods to Seller. Goods returned under this warranty shall be subject to a testing charge of fifteen percent (15%) of the Price.

(h) Subject to Section 10(e) and Section 10(f) above, with respect to any Services subject to a claim under the warranty set forth in Section 11(b), Seller shall, in its sole discretion, (i) repair or re-perform the applicable Services or (ii) credit or refund the price of such Services at the pro rata contract rate.

(i) THE REMEDIES SET FORTH IN SECTION 10(g) AND SECTION 10(h) SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN SECTION 10(a) AND SECTION 10(b), RESPECTIVELY.

11. Limitation of Liability; Indemnification; No Set-Off.

(a) IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND

NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO SELLER FOR THE PARTICULAR GOODS OR SERVICES IN QUESTION IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE APPLICABLE CLAIM.

(c) SELLER SHALL NOT BE LIABLE TO BUYER OR ANY THIRD PARTY IN RESPECT OF ANY LOSS OR DEFECT IN THE GOODS OR SERVICES OR IN RESPECT OF ANY PERSONAL INJURY OR DAMAGE OR LOSS OF ANY KIND DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO FAULTS OR DEFECTS IN SUCH GOODS OR SERVICES, AND BUYER WILL INDEMNIFY THE INDEMNIFIED PARTIES (AS DEFINED BELOW) AGAINST ANY SUCH CLAIMS.

(d) IF SELLER'S PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT IS PREVENTED OR DELAYED BY ANY ACT OR OMISSION OF BUYER OR ITS AGENTS, SUBCONTRACTORS, CONSULTANTS OR EMPLOYEES, SELLER SHALL NOT BE DEEMED IN BREACH OF ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE LIABLE FOR ANY COSTS, CHARGES OR LOSSES SUSTAINED OR INCURRED BY BUYER, IN EACH CASE, TO THE EXTENT ARISING DIRECTLY OR INDIRECTLY FROM SUCH PREVENTION OR DELAY.

(e) IN NO EVENT SHALL SELLER BE LIABLE FOR ANY FAILURE, DEFECT OR INFRINGEMENT OF ANY GOODS OR SERVICES WHERE SUCH GOODS OR SERVICES WERE SUPPLIED TO BUYER'S SPECIFICATIONS.

(f) BUYER SHALL INDEMNIFY SELLER AND ITS AFFILIATES, OFFICERS, DIRECTORS, PARTNERS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUCCESSORS AND PERMITTED ASSIGNS (THE "INDEMNIFIED PARTIES") AGAINST ALL ACTIONS, CLAIMS, COSTS, PROCEEDINGS, LOSSES AND LIABILITIES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR RELATED TO BUYER'S PROVISION OF GOODS OR SERVICES IN ACCORDANCE WITH BUYER'S SPECIFICATIONS, INCLUDING ANY CLAIMS THAT THE SPECIFICATION(S), GOOD(S), OR SERVICE(S) INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

(g) WITHOUT LIMITING THE PROVISIONS SET FORTH IN SECTION 9(c), IN THE EVENT THAT SELLER HAS ANY LIABILITY TO BUYER IN RESPECT OF THE GOODS OR SERVICES, THE SAME SHALL

FORM A SEPARATE CAUSE OF ACTION AND SHALL NOT ENTITLE BUYER TO ANY SET-OFF, AND THE FULL AMOUNT OF ALL SUMS PAYABLE TO SELLER SHALL REMAIN DUE AND OWING.

12. 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 this Agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance.

13. Termination. In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect on written notice to Buyer, if Buyer: (a) fails to pay any amount when due under this Agreement and such failure continues for ten (10) days after Buyer's receipt of written notice of nonpayment; (b) has not otherwise performed or complied with any of these Terms, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

14. Waiver. No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise or the exercise of any other right, remedy, power or privilege.

15. Confidential Information. All non-public, confidential or proprietary information of Seller, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Seller to Buyer, 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 this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. On Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

16. Force Majeure. Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities

(whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

17. Assignment. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

18. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement 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.

19. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing in these Terms, 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 because of these Terms.

20. Governing Law. All matters arising out of or relating to this Agreement is governed by and construed in accordance with the internal laws of the Commonwealth of Virginia without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Virginia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Virginia.

21. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the United States District Court for the Eastern District of Virginia, Norfolk Division, or in the courts of the Commonwealth of Virginia located in the City of Virginia Beach, Virginia, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

22. Notices. All notices, request, 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 on the face of the Order Acknowledgment or Purchase Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, 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.

23. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

24. Amendment. No variation to these Terms shall be binding unless agreed in writing by the authorized representatives of both parties.

25. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Insurance, Compliance with Laws, Confidential Information, Governing Law, Submission to Jurisdiction and Survival.