

TERMS AND CONDITIONS OF SALE

This document sets forth the terms and conditions pursuant to which the purchaser ("Purchaser") will purchase and Yong Thai Rubber Industrial Co., Ltd ("Seller") will sell the products, accessories and attachments (collectively the "Products") ordered by Purchaser. These terms and conditions shall govern and apply to the sale of Seller's Products to Purchaser, regardless of any terms and conditions appearing on any purchase order or other forms submitted by Purchaser to Seller, or the inconsistency of any terms therein and herein.

1. GENERAL

- Seller reserves the right at all times to reject any and all orders for any reason.
- Orders for other than standard items or standard lengths, may not be cancelled after purchase has been committed, production scheduled or any other costs incurred.

2. DELIVERY, DAMAGES, SHORTAGES

Seller shall use reasonable efforts to attempt to cause the Products to be delivered as provided for in these Terms & Conditions. Delivery to the initial common carrier shall constitute the delivery to the Purchaser. Seller's responsibility, insofar as transportation risks are concerned ceases upon the delivery of the Products in good condition to such carrier at the F.O.B. point and all the Products shall be shipped at the purchaser's risk. Seller shall not be responsible or liable for any loss or damage whatsoever, including loss of income and/or profits, or incidental, special,

consequential damages resulting from Seller's delayed performance in shipment and delivery.

3. RETURN OF DEFECTIVE PRODUCTS

Defective or failed material shall be held at the Purchaser's premises until authorization has been granted by Seller to return or dispose of Products. Products that are to be returned for final inspection must be returned Freight Prepaid in the most economical way. Credit will be issued for material found to be defective upon Seller's inspection based on prices at time of purchase.

4. PRODUCTS ORDERED IN ERROR

Standard package Products only may be returned, provided that claim is made and Seller is notified within 7 days of receipt of Products, and the Products are in the original buyer's possession not more than 30 days prior to return, subject to Seller's approval. If Products are accepted for return, they must be Freight Prepaid, and buyer will be charged a minimum of 15% rehandling charge, plus a chargeback for outbound freight charges if the original order was shipped prepaid. Returns are not accepted for any Products that are specially manufactured to meet the buyer's requirement of either specifications or large quantity.

5. PRODUCTS SHIPPED IN ERROR

Purchaser must notify within 7 days of receipt of Product any Products shipped in error. Purchaser will be reimbursed for cost of Products, plus any additional freight which may have been incurred due to shipping error.

6. CAUTIONARY STATEMENT

All Products are in the nature of

commodities and they are sold by published specifications and not for particular purposes, uses or applications. Purchaser shall first determine their suitability for the intended purposes, uses or applications and shall either conduct its own engineering studies or tests, or retain qualified engineers, consultants or testing laboratories and consult with them before determining the proper use, suitability or propriety of the merchandise or Products for the intended purposes, uses or applications.

Seller does not recommend the merchandise or Products for any particular purpose, use or application, and the Purchaser or user thereof shall assume full responsibility for the suitability, propriety, use and application of the merchandise or Products. Purchaser shall follow all instructions contained in Seller's catalogs, brochures, technical bulletins and other documents regarding the product. The merchandise or Products, including but not limited to, hose, tubing or couplings, may fail due to the use or conveyance of substances at elevated or lowered temperatures or at excessive pressure, the conveyance of abrasive, injurious, flammable, explosive or damaging substances.

Products will normally be subjected to more severe conditions during operation. Products and their accessories should be inspected frequently, regularly and consistently, and should be replaced, adjusted, re-tightened or even replace for the avoidance of leakage, for the prevention of injuries or damages, and for general safety purposes. Seller

shall not be liable or responsible for direct or indirect injuries or damages caused by or attributed to the failure or malfunction of any merchandise or Products sold or distributed by it.

Purchasers or users of the Products should frequently and consistently undertake inspections and protective measures with respect to the use and application of Products. This should include the examination of conditions of the products, and the identification, repair or replacement of sections showing cracking, blistering, separations, internal and external abrasions, leaking or slipped couplings or connections and make proper proof tests.

7. MISCELLANEOUS

1. These terms and conditions constitute the entire agreement between Seller and Purchaser as it relates to terms and conditions of sale, and supersedes any and all prior oral or written agreements, correspondence, quotations or understandings heretofore in force between the parties relating to the subject matter hereof. There are no agreements between Seller and Purchaser with respect to the Product herein except those specifically set forth in and made part of these terms and conditions. Any additional terms, conditions and/or prices are rejected by Seller.
2. These terms and conditions may be modified, canceled or rescinded only by a written agreement of both parties executed by their duly authorized agents.