

Transworld Standard Terms and Conditions

For your ("Buyer", "you", "your") benefit, Transworld Products, Inc. ("Transworld") will provide you access to certain Product (the "Product") from our network of qualified manufacturers in Asia. In these transactions, Transworld acts only as an intermediary between you and our network of qualified manufacturers and shall not undertake any obligations or liabilities other than those provided for herein.

The following Transworld Standard Terms and Conditions (the "Terms & Conditions") may be unilaterally amended by Transworld any time at its sole discretion; provided, however, any amendments will be effective for services provided and for Products ordered after the date such revised Standard Terms and Conditions are posted on Transworld's website.

- Pricing:** Prices for the Product are quoted in writing to Buyer on a standard Transworld quote form (the "Quote Form"). All quoted prices are valid only for the time period stated on the Quote Form; provided, however, if no valid dates are specified in the Quote Form, Product prices will be confirmed or updated upon Transworld's receipt of Buyer's Product order (an "Order"). All prices are subject to change at any time prior to Transworld's acceptance of an Order.
- Product Orders Are Subject to These Terms and Conditions:** Buyer's placement of an Order with Transworld shall be deemed an acknowledgment and acceptance by Buyer of the Terms & Conditions. These Terms & Conditions may in some instances conflict with or add to some of the other terms and conditions affixed to, or included with, the Order or the procurement document issued by Buyer. In such case, the Terms & Conditions contained herein shall govern exclusively and acceptance of Buyer's Order is expressly conditioned upon Buyer's acceptance of the Terms & Conditions contained herein irrespective of whether Buyer accepts these conditions by oral or written acknowledgment, by implication or by acceptance of, or payment for, the Product. Any sales, warranty, obligation, or liability regarding the Product or any other product or service matter not specifically mentioned in the Terms & Conditions, requires an additional written agreement between Buyer and Transworld in order to bind either party.
- Acceptance of Offers by Transworld:** Each Quote Form is merely an invitation for an offer from Buyer. All resulting offers are thus subject to acceptance by Transworld before any contract is formed (i.e., before any such offer become an Order). It is expressly understood and agreed that all Orders automatically include these Terms & Conditions. Buyer's assent to these Terms & Conditions shall be conclusively presumed from Transworld's acceptance of an Order without prior written objection thereto by Buyer or from acceptance by Buyer of all or any part of the Product. The Terms & Conditions contained herein shall apply to all Orders or other Product offers accepted by Transworld related thereto.
- Delivery Terms:** Delivery terms are as stated on each Quote Form and shall adhere to international trade terms as defined by the International Chamber of Commerce Incoterms 2000. In no event shall Transworld be liable for any claims for labor or for any direct, incidental, indirect, consequential, or any other damages resulting from failure or delay in delivery of the Product. No delivery dates are guaranteed. Buyer's sole and exclusive remedy for failure or delay in delivery is to cancel such Order, which cancellation shall be immediately communicated in writing to Transworld. Any such cancellation shall not effect Buyer's obligation to pay for Product which is shipped to, or received by, Buyer prior to Transworld's receipt of notice of such cancellation.
- Duties and Tariffs:** Where Transworld is the importer of record for an Order and must clear international customs, Transworld will use reasonable care to correctly enter, classify, and value the Product; provided, however, only the United States Customs and Border Protection ("US Customs") may issue a binding decision on the tariff classification for the goods entering the United States. If US Customs makes a determination that a Product classification is incorrect and an increased duty or other cost is due, Buyer hereby agrees to pay such increased costs. Likewise, Buyer shall pay any applicable tariffs, antidumping duties, or other charges require by the United States government on certain goods from certain countries or manufacturers. In addition, Buyer shall pay all applicable Federal, State or Local taxes, including, but not limited to sales, use and excise taxes related to the sale of the Product. Any applicable Product discounts shall apply only to the cost of the merchandise, not to any additional costs referred to in this Section.
- Acceptance of Product by Buyer:** Upon receipt of the Product, Buyer shall have 10 calendar days to inspect such Product and notify Transworld of any issues or defects. If Buyer does not inform Transworld of any issues with, or defects in, the Product within such 10 calendar day period, Buyer shall be deemed to have unconditionally accepted the Product, thereby waiving any future claims regarding such Product including, but not limited to that of condition or conformance.
- Payment:** Unless otherwise agreed in writing, full payment for each Order shall be due prior to release of the Product shipment in the country of origin. Payment must be guaranteed by an irrevocable letter of credit or other bank guarantee approved by Transworld at the time the Order is placed. For all payments, Buyer agrees to pay interest per annum on any unpaid balance at a rate of four percent (4%) above the Federal Funds rate as published in the *Wall Street Journal* (or such publication's successor-in-interest) on the day the balance is due. Buyer agrees to pay all costs, including but not limited to reasonable attorney fees, incurred by Transworld in order to collect all unpaid amounts for any Order. Unless otherwise agreed, all payment must be made in US dollars and may be made in cash, or by cashier's check, money order or Visa/MasterCard. Acceptance by Transworld of less than full payment shall not be a waiver of any of Transworld's rights.
- Confidentiality:** Both you and Transworld will hold in confidence, and neither party will use or disclose, the proprietary and other business information it obtains, directly or indirectly, from the other party, for any purpose other than to further its compliance with these Terms & Conditions. Transworld considers its network of qualified manufacturers to be confidential information and, therefore, neither you nor your affiliates will, directly or indirectly, purchase any Product or other goods from, or participate in causing or arranging for, others to purchase any Product or other goods from Transworld's network of qualified manufacturers without written approval from Transworld.
- Force Majeure:** Neither Transworld or Buyer shall be liable to the other for failing to perform any duty provided for under these Terms & Conditions where such failure is the result of a strike, fire, flood, storm, earthquake, typhoon, natural disaster, governmental action, or other occurrence beyond its control.
- Limited Liability:** The relationship created by these Terms & Conditions is an independent contractor relationship for services Transworld shall supply for Buyer. In all respects related to Buyer's procurement of the Product for Buyer, Transworld shall act as Buyer's import service provider, utilizing its network of qualified manufacturers in order to supply Buyer with the Product it requests. As Buyer's intermediary, and irrespective of whether or not Transworld is listed as the importer of record, Buyer hereby acknowledges and agrees that Transworld makes no warranties, express or implied, oral or written, with respect to the Product, and hereby disclaims all such warranties, including, without limitation, implied warranties of merchantability and fitness for a particular purpose and warranties arising from course of dealing or usage of trade. Buyer hereby acknowledges that Buyer's sole and only recourse relating to any claim regarding the Product shall be with the original manufacturer of such Product, and Buyer hereby releases and discharges Transworld from any and all claims, losses, damages, liabilities, obligations, costs and expenses related to Buyer's procurement of the Products for Buyer, including but not limited to all product liability claims, all patent and trademark violation claims, and any and all claims that the Product, its shipment into the United States, or its use and/or resale by Buyer, violates any laws, regulations, statutes, or ordinances, whether federal, state, or local.
- Indemnification:** Buyer agrees to indemnify and hold Transworld harmless from all claims, losses, damages, liabilities, obligations, costs and expenses (including, without limitation, reasonable legal fees and related costs) which Transworld may suffer or incur by reason of or arising out of (i) any defect, or any claim asserting a defect, in the design, material or workmanship of the Product, (ii) any violation or infringement of any third party patent, trademark, license, or other intellectual property rights in connection with the Product, or (iii) any use or resale of the Product.
- Applicable Law; Jurisdiction:** Unless otherwise agreed in writing, the Terms & Conditions contained herein shall be governed by and construed under the laws of the State of Missouri, USA. Both parties agree that any litigation or arbitration between the parties shall take place in Jackson County, Missouri, and both parties waive any objection to personal jurisdiction or venue in any forum located in said county. Except as otherwise specified in these Terms & Conditions, in any suit or action brought to enforce any term, condition, or covenant of the agreement between the parties represented hereby or to recover damages arising from any breach thereof, the losing party shall pay the prevailing party's reasonable attorneys' fees and all other costs and expenses which may be incurred by the prevailing party.
- Waiver.** Waiver by Transworld of any breach of any of these Terms & Conditions shall not be construed as a waiver of any other breach, and the failure of Transworld to exercise any right arising from any default of Buyer under this Agreement shall not be deemed to be a waiver of such right, which may be exercised at any subsequent time. The Terms & Conditions hereof may not be superseded, modified, or amended except in a writing stating that it is a modification and signed by an authorized representative of each party hereto; provided, however, nothing in this sentence shall prevent Transworld from unilaterally amending these Terms & Conditions for future Orders as provided above.
- Entire Agreement.** These Terms & Conditions (together with the Order and/or Quote Form to which it is attached) constitute the entire agreement between Buyer and Transworld with regard to their subject matter, and expressly supersedes and replaces any prior or contemporaneous agreements, written or oral, relating to the Product or related services.