

TERMS AND CONDITIONS OF SALE

Purchaser's acceptance of goods and/or services shall constitute acceptance of these terms and conditions. Terms or provisions of purchaser's order that are inconsistent with or in addition to ICL's Terms and Conditions of Sale shall not be binding unless accepted in writing by ICL. ICL's failure to object to any provision contained in a communication from purchaser shall not be a waiver of these terms and conditions. Should any terms or conditions of sale be declared by an arbitrator, or court or other body having jurisdiction, to be invalid or unenforceable, the remaining terms and provisions shall remain in full force and effect. The laws of the state of Florida, U.S.A., shall govern this transaction.

DELIVERY AND RISK OF LOSS

Domestic delivery shall be F.O.B. origin. Title and risk of loss shall pass to purchaser when products are delivered to carrier unless otherwise agreed to in writing by ICL. Unless otherwise requested by purchaser, ICL shall prepay and invoice purchaser for freight and shipping/handling and insurance costs. International orders shall be FOB factory/EX works. For international shipments additional freight and insurance charges may be required. No order is assignable without ICL's prior written approval.

PAYMENT

100% of the invoiced amount is due in U.S. Dollars within 30 days from date of invoice on approved credit, unless otherwise stated in writing by ICL. Late payments are subject to 1% interest per month on the unpaid balance. Prices exclude any tax or duty now or hereafter imposed upon the production, storage, sale, transportation, or use of the products.

INTERNATIONAL SALES

The following payment terms may be required: cash in advance - payment may be by wire transfer to ICL. Payment must include estimated shipping and transportation services charges, unless shipped freight collect. Overpayment of such charges shall be refunded.

ORDER CANCELLATION

Orders may not be canceled or rescheduled without ICL's written consent and are subject to cancellation or reschedule charges determined by ICL.

EXPORT REQUIREMENTS

The sale of ICL products is subject to and contingent upon compliance with U.S. Export Administration Regulations. International shipments are contingent upon approval of export licenses required by the United States government. The use, sale, re-export, delivery or retransfer, directly or indirectly, of the items described herein, to any activities contrary to U.S. Export Administration Regulations is strictly prohibited.

EXCUSABLE DELAYS

ICL shall not be liable for non-delivery or delay in performance when such delay is directly or indirectly caused by, or in any manner arises from, delay or failure to deliver by ICL's suppliers, fires, floods, accidents, riots, war, governmental interference or embargos, strikes or shortage of labor, or other causes (whether or not similar to those specified) beyond its control. Delivery shall be deemed suspended so long as such causes delay performance. ICL agrees to make, and purchaser will accept, deliveries at a reasonable time after remedy of such causes. Quoted weeks ARO are approximate.

DESIGN CHANGES

ICL and its suppliers reserve the right to change product design or specifications at any time without notice.

LIMITED WARRANTY & LIMITATION OF LIABILITY

Each ICL product is warranted to be free from defects in material and workmanship under normal use and service for one year from date of purchase. Product repairs including labor are warranted for 90 days. This warranty extends only to the original purchaser or end-user customer of an ICL authorized reseller, and does not apply to fuses, disposable batteries or to any product which, in ICL's opinion, has been misused, altered, neglected or damaged by accident or abnormal conditions of operation or handling. ICL authorized resellers shall have no authority to extend a greater or different warranty on behalf of ICL. Warranty support is available if product is purchased through an ICL authorized sales outlet. ICL reserves the right to invoice purchaser for importation costs of repair/replacement parts when product purchased in one country is submitted for repair in another country. ICL's warranty obligation is limited, at ICL's option, to refund of the purchase price, free of charge repair, or replacement of a defective product returned within the warranty period. To obtain warranty service, contact ICL with a description of the difficulty. ICL assumes no risk for damage in transit. Following warranty repair, the product will be returned to purchaser, transportation prepaid (FOB Destination) to addresses within the United States only. ALL TRANSPORTATION COSTS TO DESTINATIONS OUTSIDE THE UNITED STATES ARE THE RESPONSIBILITY OF THE PURCHASER. If ICL determines that the failure was caused by misuse, alteration, accident or abnormal condition of operation or handling, ICL will provide an estimate of repair costs and obtain authorization before commencing the work. **This warranty is purchaser's sole and exclusive remedy and is made in lieu of all other warranties, express or implied, including but not limited to any implied warranty of fitness for a particular purpose. ICL shall not be liable for any special, indirect, incidental or consequential damages or losses, whether arising from breach of warranty or based on contract, tort, reliance or any other theory.**