

STANDARD TERMS AND CONDITIONS OF SALE

Buyer's purchase order or O'Keeffe's, Inc./SAFTIFirst's ("Seller") quotation is hereby accepted pursuant to these Terms and Conditions of Sale ("Terms and Conditions"). Buyer has read and understands these Terms and Conditions, and Buyer's acceptance of these Terms and Conditions shall be conclusively presumed from Buyer's acceptance of all or any part of the goods ordered. Should Buyer accept Seller's quotation but use its own form for purchase, it is understood and agreed that these Terms and Conditions exclude and preempt any and all of Buyer's terms and conditions.

1. PURCHASE PRICE - The Purchase Price agreed to by the parties is based solely on the information provided by Buyer to Seller and Seller's standard manufacturing methodology.

2. BUYER SUPPLIED SPECIFICATIONS - Buyer is required to ensure that any plans and specifications provided to Seller comply with all applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders and administrative interpretations, policies, practices and procedures of public authorities. Plans and specifications provided to Seller are for design and construction purposes only. Buyer is responsible for all field measurements, scheduling and coordination with any trades affected by the goods purchased from Seller. If Seller is requested to prepare shop drawings, Buyer shall timely provide all necessary plans and specifications and other necessary information to Seller to do so.

3. STRUCTURAL DESIGN AND ON-SITE WORK - Structural design and on-site work, including but not limited to framing, steel erection, concrete work, masonry work and adjoining construction, necessary for the installation of Seller's goods, are the sole and exclusive responsibility of Buyer and/or third party(ies). Structural design and on-site work must be structurally adequate to support Seller's goods. If additional structural support or other structural elements are required for the installation of Seller's goods, such support and all associated costs and time impacts are the sole and exclusive responsibility of Buyer and/or third party(ies). Seller is not responsible for any structural calculations or structural considerations for on-site work such as loading, span and element spacing. If it is determined that changes are required in the layout, configuration, aesthetic design, and/or fabrication of Seller's goods to meet structural requirements or any other project requirements after Buyer's acceptance of Seller's quotation, such changes, including all additional costs, must be agreed to and approved by Buyer and Seller in writing.

4. TESTING AND MOCK-UPS - Any testing, mock-ups, engineering and project related fees are the sole and exclusive responsibility of Buyer and are specifically excluded hereunder.

5. CREDIT APPROVAL - Shipments, deliveries, and the performance of any work by Seller shall be at all times subject to the approval by Seller of a completed credit application from Buyer. Seller's approval of Buyer's credit application may be withheld in Seller's sole and absolute discretion. Any delay in receiving credit information from Buyer may delay Seller's fabrication of the goods. Absent credit approval, Seller may decline to make any shipment or delivery or perform any work, except upon receipt of payment in full, receipt of satisfactory security, or upon terms and conditions satisfactory to Seller.

6. TERMS OF PAYMENT - Unless otherwise stated on Seller's quotation, or mutually agreed upon by Buyer and Seller, terms are NET 30. Payment to Seller is not contingent on payment to Buyer from any third party. Delinquent accounts may be placed on hold and/or future orders may require payment in advance. Additionally, late payments will accrue interest at one and one-half percent (1-1/2%) per month. No retention shall be withheld from any payment due Seller. Seller, in its discretion, may submit progress billings or require Buyer to provide deposits or bonding for any order. Buyer agrees to participate in joint check agreements upon Seller's request. In addition to late payment charges, Buyer agrees to pay any collection costs, including reasonable attorneys' fees and costs, incurred by Seller to enforce these Terms and Conditions. Seller reserves its right to report Buyer's default hereunder to any applicable credit reporting agency.

7. TAXES, BONDS AND PERMITS - Unless otherwise stated, the cost of bonds, permits and taxes are excluded from the Purchase Price. Any city, state, and federal sales, use, excise or similar taxes which Seller may be required to pay or collect under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing, use or consumption of any of the goods conveyed hereby, including taxes upon or measured by the receipts from the sale thereof, shall be for the account of Buyer, who shall promptly pay the amount thereof to Seller upon demand. Where taxes do not apply upon sale or resale, Buyer shall provide Seller with tax exemption certificates acceptable to the appropriate taxing authorities.

8. LIQUIDATED DAMAGES - Buyer agrees and acknowledges that Seller shall not be held liable to Buyer or any third party for any liquidated damages.

9. CANCELLATION - If Buyer cancels an order for goods in fabrication, Buyer shall pay Seller a cancellation fee that includes the cost of work performed plus a reasonable overhead and profit on the cost of work performed up to the date of cancellation. For confirmed orders that have not entered fabrication, Buyer shall pay Seller a minimum cancellation fee equal to the lesser of ten percent (10%) of the Purchase Price or One Thousand Dollars (\$1,000.00 USD).

10. SHIPMENT - Unless otherwise agreed in writing, transportation costs shall be charged to Buyer and risk of loss shall transfer to Buyer upon delivery of the goods to a common carrier. Seller's responsibility for the goods ceases upon delivery of the goods in good order to the common carrier. If Buyer requests a specific mode of transportation, special shipping terms and/or insurance, Buyer must notify Seller of that request in writing no less than twenty (20) business days prior to shipment.

11. FREIGHT CLAIMS - Upon receipt of the goods, Buyer shall inspect the outward appearance of the crate or container for any damage and make notations on the carrier's delivery receipt. Buyer must timely open the crate or container and fully inspect all goods delivered for damage, shortage and/or other non-conformity. If damage, shortage and/or other non-conformity exist, it is Buyer's sole responsibility to timely report to and/or file a claim with the carrier. In addition, Buyer must notify Seller in writing of such damage, shortage and/or other non-conformity within twenty (20) business days of delivery. Seller will not deduct or approve credits for freight damage from the Purchase Price. If Buyer fails to notify Seller of the foregoing within the prescribed time period, then Buyer shall have been deemed to have accepted the goods as delivered, and such acceptance shall constitute an irrevocable acceptance of the goods by Buyer and a waiver of any and all claims that Buyer may otherwise have against Seller due to damage, shortage and/or other non-conformity. Seller shall not accept goods for return after such goods are accepted by Buyer. Buyer agrees and acknowledges that the rights provided in this provision are Buyer's exclusive and sole remedies due to damage, shortage and/or other non-conformity.

12. CLEANING & PROTECTION - Buyer agrees and acknowledges that cleaning and protection of the goods is the sole responsibility of Buyer after shipment. Any breakage or damage occurring after the goods have been delivered is the sole responsibility of Buyer.

13. WARRANTY - Seller's standard form of warranty supersedes any and all other warranties. The warranty in effect on the date of shipment shall apply. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, SELLER MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO ANY OF THE GOODS, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY

IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY UNDER TORT, CONTRACT, OR ANY OTHER THEORY FOR LOSS OF BUSINESS OR PROFIT OR ANY OTHER ECONOMIC LOSS, OR ANY INCIDENTAL, DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES. THE FOREGOING WARRANTY DOES NOT APPLY TO PRODUCTS WHICH HAVE BEEN ALTERED, CONVERTED, OR CHANGED BY BUYER.

14. BACKCHARGES - Any and all backcharges or any claim not specifically covered by Seller's warranty are expressly waived by Buyer against Seller.

15. DELAY/FORCE MAJEURE - Seller shall not be liable for any delay in shipment or delivery caused by acts of God, actions by any governmental authority (whether valid or invalid), natural disasters (including but not limited to fires, floods, windstorms and earthquakes), explosions, riots, wars, sabotage, labor problems (including strikes and lockouts), delays in transportation, unavailability of materials, or court injunction or order. Any delay specified hereunder shall not entitle Buyer to cancel any order or refuse to accept delivery; nor shall Seller have any liability for damage or loss incurred by Buyer due to such delay.

16. CHANGES TO QUOTATION - Any changes after Buyer's acceptance of Seller's quotation require a written change order signed by Seller and Buyer. NO VERBAL CHANGES ARE BINDING OR ACCEPTABLE.

17. ENTIRE AGREEMENT/MODIFICATIONS - These Terms and Conditions constitute the complete and final agreement between Buyer and Seller with respect to the subject matter hereof and supersede all prior oral or written agreements and may not be modified or amended except in writing by Seller.

18. WAIVER/ASSIGNMENT - Waiver by Seller of any provision hereunder shall not be deemed a waiver of the right to require future compliance with any breached provision of these Terms and Conditions. No right or interest in these Terms and Conditions shall be assigned by Buyer and no delegation of any obligation by Buyer shall be made without the prior written consent of Seller. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this provision.

19. SEVERABILITY - If any provision in these Terms and Conditions is determined to be invalid, illegal, or unenforceable for any reason, the validity, legality and enforceability of the remaining provisions of these Terms and Conditions shall be unaffected and such provisions shall be reformed to the extent necessary to be legal, valid and enforceable.

20. GOVERNING LAWS/JURISDICTION - These Terms and Conditions shall be governed by the laws of the State of California, without regard to conflict of law principals. Buyer acknowledges and agrees that these Terms and Conditions are considered formed in San Francisco County, California. Accordingly, Buyer, to the extent it may lawfully do so, hereby submits to the jurisdiction of any state or federal court located in San Francisco County, California as well as to the jurisdiction of all courts from which an appeal may be taken from the aforesaid courts for the purpose of any suit, action, or other proceeding arising out of any of Buyer's obligations under or with respect to these Terms and Conditions, and Buyer expressly waives any and all objections that it may have as to jurisdiction and/or venue in any of such courts.

21. ENFORCEABILITY - If Buyer fails to perform in any way under or with respect to these Terms and Conditions, Seller expressly reserves any and all rights and remedies permitted by law and may recover all reasonable attorney fees, court fees or any other cost incurred to enforce Buyer's obligations under or with respect to these Terms and Conditions. All rights and remedies of Seller are cumulative.

22. RELATIONSHIP OF THE PARTIES - Buyer is an independent contractor and not an employee, agent, or partner of Seller, and nothing contained in these Terms and Conditions shall make either party the agent or legal representative of the other for any purpose whatsoever.

23. AUTHORITY - Buyer warrants that the person signing these Terms and Conditions on its behalf is duly authorized to do so. The signature by Buyer or Buyer's authorized representative on these Terms and Conditions establishes acceptance of these Terms and Conditions.

Date _____

Company Name _____

Signature _____

Printed Name _____

Title _____