

## Terms and Conditions of Sale

### TERMS:

Deltana agrees to sell to Buyer, on an open account, COD or prepaid basis at Deltana's sole discretion, such goods as Deltana has available at its then current sales price. Outstanding balances accrue interest from the date of the invoice at the highest rate permitted by law until paid in full. The risk of loss for all goods shifts to Buyer at the location of Deltana's headquarters. Buyer shall pay all of Deltana's costs, which shall include attorney's fees, associated in any way with enforcement of the Agreement, at all levels of proceedings, including appeals. Buyer waives trial by jury, consents unconditionally to jurisdiction in the State of Florida, agrees that all legal proceedings relating to any matter arising or related to the Agreement must be filed in Miami-Dade County, Florida, and agrees that any such proceeding shall be governed by Florida law.

### PRICING:

List prices, customer discounts and net prices are subject to change without notice. All shipments will be invoiced according to current prices in effect at time of order. All prices shown in the price list are in U.S. Dollars. Deltana is not responsible for misprints or typographical errors. Deltana reserves the right to discontinue or change specifications on any item without notice and without incurring any obligation. Additional transaction costs to Deltana such as bank transaction and currency exchange fees from either the Buyer's bank and/or Deltana's bank, are the liability of the Buyer and will be applied as appropriate.

### DELIVERY:

All goods are shipped "F.O.B. Miami: Deltana Warehouse." Full freight will be allowed on shipments with a minimum net invoice of \$500.00 to destinations within the contiguous United States. Full performance by Deltana shall be deemed to have occurred upon shipment from Deltana. Out-of-stock items will be back-ordered unless otherwise noted by customer. Deltana reserves the right to select the final carrier for any shipment. Shipments will be made to the common carrier in good condition. When delivered to the carrier, shipments become the property of the purchaser who assumes the risk of loss or damage in transit.

### CLAIMS & RETURNS:

Authorization for the return of items is at the full discretion of Deltana. Buyers of record must make all claims for damages and shortages to Deltana within 5 days of delivery. Deltana will not accept returned goods without express authorization from Deltana's return department. All products returned must be in good and original condition according to Deltana standards and will be credited to the customer's account, less a 20% restocking charge. All returned goods must be shipped FREIGHT PREPAID.

### PAST DUE ACCOUNTS:

Invoices not paid within our terms of 10 days will be subject to a service charge of 2% per month. A 24% per annum service charge will be added and compounded each month thereafter until said amount is collected. Buyer agrees to pay attorney's fees incurred by Deltana in collection of overdue accounts.

## MAP Policy

To ensure the viability and profitability of our products for our customers, Deltana has a Minimum Advertised Price (MAP) policy to protect the market. Advertised prices for all Deltana products must not have a discounted price deeper than 25% off of Deltana's active list price. This policy applies to all advertised prices including, but not limited to, catalogs, printed advertisements, promotional mailers, catalogs, faxes, radio and all electronic media including websites.

Please note that customers are free to sell Deltana products at any price they wish above or below our list price as long as it is not publicly advertised below the discount limit. Specially tailored quotations and/or in-store advertising that are not distributed outside of the store will not be affected by this policy.

In the event that this policy should ever be breached, Deltana reserves the right to discontinue business with that company.