



CEVIANS LLC TERMS AND CONDITIONS

1. GENERAL - These terms and conditions are the commercial terms of purchase of goods from CEVIANS LLC ("CEVIANS") and apply to all purchases from CEVIANS by any purchaser with notice however gained ("Purchaser") including the use of CEVIANS' website. CEVIANS' offer to sell goods to Purchaser is expressly limited to and conditioned on Purchaser's acceptance of these terms and conditions. No additional or different terms or attempted exclusions or modifications (by way of purchase order, acceptance, confirmation, communication, course of performance or otherwise, all of which may hereafter be referred to jointly and severally as "Reply") shall be effective against CEVIANS in the absence of the express written consent of CEVIANS; any attempt by Purchaser to add, exclude or modify the terms is objected to and will be of no force or effect. Neither the submissions of this document nor anything contained herein shall be construed to be an acceptance or confirmation of any prior or subsequent Reply; this document shall be a rejection and counter-offer with respect to any such Reply. The contract between CEVIANS and Purchaser, including these terms and conditions, which are incorporated in, and are a part of each purchase order, requisition, shipping instruction and other document, whether expressed in written form, by electronic data interchange or other tangible format, relating to goods purchased by Purchaser from CEVIANS, shall be referred to as the "Agreement."

2. PRICE; SALES AND SIMILAR TAXES - The goods covered by this Agreement shall be sold and invoiced at the prices quoted to Purchaser provided that Purchaser has issued a purchase order within 90 days of such quotation. Unless otherwise specified in writing, prices quoted do not include any federal, state, municipal, or local property, license privilege, business, occupation, stamp, documentary, sales, use, excise, gross receipts, value added or similar taxes which may now or hereafter be applicable to, measured by, or imposed upon or with respect to (1) the transaction contemplated by the Agreement or (2) the goods or their sale, value or use. Purchaser agrees to pay or reimburse to CEVIANS any such taxes or in lieu thereof the Purchaser shall provide CEVIANS with a tax exemption certificate acceptable to the applicable taxing authorities.

3. PAYMENT - Purchaser shall pay to CEVIANS in accordance with the terms stated on each invoice. Any amount not paid on the stated date on each invoice shall accrue a late charge at a rate of one and one-half percent (1.5%) per month (eighteen percent (18%) per year), or the maximum rate provided by law, whichever is less. If Purchaser is delinquent in paying any amount owed to CEVIANS by more than ten (10) days, then without limiting any other rights and remedies available to CEVIANS under the law, in equity, or under contract, CEVIANS may (i) suspend production, shipment and/or deliveries of any or all goods purchased by Purchaser, or (ii) by notice to Purchaser, treat such delinquency as a repudiation by Purchaser of the portion of the Agreement not then fully performed, whereupon CEVIANS may cancel all further deliveries and any amounts unpaid hereunder shall immediately become due and payable. Purchaser shall pay all collection costs incurred by CEVIANS including, but not limited to, collection agency fees, attorneys' fees and court costs. Purchaser hereby represents to CEVIANS that Purchaser is now solvent and agrees that each acceptance of delivery of the goods sold hereunder shall constitute reaffirmation of this representation at such time.

4. SHIPMENT - CEVIANS will use commercially reasonable efforts to comply with shipping instructions provided by Purchaser. In the absence of any specific shipping instructions, CEVIANS will ship goods by the method it deems most advantageous. All goods shall be suitably packed for air and ground shipment, unless otherwise requested by Purchaser and agreed to in writing by CEVIANS.

Transportation charges will be prepaid by Purchaser or subsequently invoiced to Purchaser. CEVIANS may make delivery in installments and may render separate invoices for each installment. Each installment shall be deemed a separate sale. Delay in delivery of any installment shall not relieve Purchaser of its obligation to accept delivery of remaining installments.

5. RISK OF LOSS; TITLE - All goods are shipped at Purchaser's risk and CEVIANS' responsibility for damage to any goods shipped ceases when the goods are delivered to the carrier or to Purchaser, or Purchaser's agent, at CEVIANS' facility, whichever occurs earlier, at which time "delivery" to Purchaser is deemed to have been made. Title to the goods sold under the Agreement passes to Purchaser upon delivery. Purchaser agrees, however, that CEVIANS shall retain a purchase money security interest in all goods sold by CEVIANS to Purchaser (the "Collateral"), and to any proceeds thereof until purchase has been paid in full. Purchaser agrees to execute any financing statements or other documents as CEVIANS may request in order to protect CEVIANS' security interest in the Collateral. Upon any default by Purchaser hereunder, CEVIANS shall have all rights and remedies of a secured party under the California Uniform Commercial Code, which rights and remedies shall be cumulative and not exclusive.

6. CLAIMS AND RETURNS - Purchaser shall make prompt inspection of goods. Rejection of alleged nonconforming goods must be made in writing within 30 days of the date of delivery; after that time goods will be deemed accepted and not subject to revocation of acceptance. Purchaser will give CEVIANS reasonable opportunity to examine and test goods which are the basis for any claim. As a condition for replacement, refund or credit, CEVIANS may request the return of alleged nonconforming goods in the same condition as when received, except such goods as cannot be returned due to necessary testing. On request, Purchaser shall also return, if possible, tested goods. No claims against CEVIANS shall be made or allowed for goods returned without CEVIANS' prior written consent, which may be withheld in CEVIANS' reasonable discretion. All claims for loss or damage during transit must be made against the carrier and by notation on freight bill or delivery receipt. All returns of other than nonconforming goods must be: (i) approved in advance in writing by CEVIANS; (ii) of goods in new condition and not of special quality or design; (iii) made within 90 days of receipt by Purchaser; (iv) shipped at Purchaser's expense; and (v) accompanied by or subject to a twenty-five percent (25%) restocking charge.

7. ORDER CANCELLATION - Should Purchaser elect to cancel its order, Purchaser shall be liable to CEVIANS for reasonable cancellation charges which shall include, but not be limited to, all costs and expenses incurred by CEVIANS in connection with procuring and filing Purchaser's order.

8. CONFIDENTIAL INFORMATION - All information regarding CEVIANS' prices, discounts, products, packaging, customers and distributors, as well as information regarding CEVIANS' business or financial information and production methods and concepts used by CEVIANS are proprietary and confidential. Purchaser agrees that all such information constitutes trade secrets and that it will not disclose such information to others and will advise its employees and agents of the secrecy of

such information and take all other steps necessary to protect CEVIANS' confidential information and trade secrets. Purchaser shall not copy, reverse engineer or otherwise duplicate CEVIANS' goods or any part of those goods or copy, misuse or misappropriate any confidential information belonging to CEVIANS or any other person. CEVIANS shall be entitled to all legal and equitable rights and remedies available under state and federal law and otherwise to protect its confidential information, trade secrets and intellectual property of all kinds (collectively, "IP"). Confidential information shall not include information that a party proves: (i) was in the public domain prior to the date of this Agreement or subsequently came into the public domain by other than an unauthorized disclosure; (ii) was previously known to such party free of any obligation to keep it confidential; (iii) was rightfully received by such party from a third party whose disclosure would not violate a confidentiality obligation and which disclosure was not in breach of this Agreement; (iv) was required to be disclosed in a judicial or administrative proceeding; (v) was previously and independently developed by such party without breach of this Agreement or any previous agreement with the other party; (vi) was subsequently and independently developed by employees, consultants or agents of such party without reference to the confidential information disclosed under this Agreement; or (vii) was approved for release by the written authorization of the other party.

9. LIMITED WARRANTY - All goods are sold on the condition that Purchaser will examine and test samples prior to purchase to determine whether the goods comply with Purchaser's compatibility and use requirements. The goods sold by CEVIANS are warranted to be substantially free from defects in material and workmanship when sold subject to any applicable time limitations. CEVIANS MAKES THIS LIMITED WARRANTY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. SPECIFICALLY, THERE ARE NO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY OR OTHERWISE ASIDE FROM THE LIMITED WARRANTY ABOVE AND THE WRITTEN DESCRIPTION OF THE GOODS.

10. LIMITATION OF LIABILITY - CEVIANS' LIABILITY FOR BREACH OF WARRANTY, NEGLIGENCE OR OTHER CAUSE OR THEORY IS LIMITED TO REPLACEMENT OF DEFECTIVE GOODS UPON TIMELY RECEIPT OF NOTICE WITHIN ONE YEAR FROM DATE OF DELIVERY REGARDLESS OF WHETHER CEVIANS HAS BEEN ADVISED OF THE POSSIBILITY OF OTHER DAMAGES. THIS LIMITED WARRANTY IS VOID WITH REGARD TO ANY GOODS, ALTERED, MISUSED OR SUBJECT TO NEGLIGENCE OR ACCIDENT. UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE RESPONSIBLE TO THE OTHER PARTY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES REGARDLESS OF CAUSE ALTHOUGH PURCHASER SHALL AT ALL TIMES REMAIN RESPONSIBLE TO FULFILL ANY MINIMUM PURCHASE OBLIGATIONS. IN NO EVENT SHALL CEVIANS' LIABILITY FOR BREACH OF ANY WARRANTY HEREUNDER EXCEED THE ACTUAL LOSS OR DAMAGE SUSTAINED BY PURCHASER, UP TO THE AGGREGATE PURCHASE PRICE OF THE GOODS SOLD.

11. INDEMNIFICATION - PURCHASER SHALL DEFEND, HOLD HARMLESS AND INDEMNIFY CEVIANS AND ITS SUCCESSORS AND ASSIGNS AGAINST ANY LIABILITY, CLAIM, DEMAND, CAUSE OF ACTION, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ATTORNEY AND OTHER PROFESSIONAL FEES AND DISBURSEMENTS) ARISING OUT OF THE USE OF THE GOODS (INCLUDING, BUT NOT LIMITED TO, AS A RESULT OF DEATH, BODILY INJURY, PERSONAL INJURY OR PROPERTY DAMAGE).

12. LIMIT OF ACTION - No action, regardless of form, arising under or relating to the Agreement or the goods purchased hereunder, may be brought by either party more than two years after the cause of action has occurred.

13. WAIVER - No failure and no delay in exercising, on the part of any party, any right under the Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right preclude the further exercise of any other right. No course of dealing or course of performance may be used to evidence a waiver or limitation of Purchaser's obligations under this Agreement.

14. ASSIGNMENT - Purchaser may not assign or delegate its rights or obligations under this Agreement without the prior written consent of CEVIANS. CEVIANS may assign its rights and obligations under this Agreement without Purchaser's prior written consent.

15. RELATIONSHIP OF PARTIES - CEVIANS and Purchaser are independent contracting parties. Nothing in this Agreement makes either party the agent or legal representative of the other party for any purpose whatsoever, nor grants either party any authority to assume or create any obligation on behalf of or in the name of the other party.

16. FORCE MAJEURE - Neither party shall be liable for any damages or delays caused by or in any manner arising from fires, floods, accidents, riots, acts of God, war, governmental interference or embargoes, strikes, labor difficulties, any shortage of labor, fuel, power, materials or supplies, transportation delays, delays in deliveries by CEVIANS' vendors or any other cause or causes (whether or not similar in nature to any of these hereinbefore specified) beyond such party's control.

17. HEADINGS - The article and section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

18. GOVERNING LAW - This Agreement is to be governed by and construed in accordance with the internal laws of the State of California, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of California or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of California. All actions relating to this Agreement shall be venued solely within the County of Orange, State of California, and each party hereto irrevocably submits to the jurisdiction of the state and federal courts sitting in the County of Orange, State of California, for the adjudication of any disputes arising hereunder.

19. ATTORNEYS' FEES - If any action is brought to enforce or interpret any part of this Agreement or the rights or obligations of any party, the prevailing party in such action shall be entitled to recover as an element of such party's costs, in addition to any damages to be awarded to it, reasonable attorneys' fees and expenses, court costs, and arbitrators' fees and expenses.

20. SEVERABILITY - If any provision of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such provision will be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of this Agreement will remain in full force and effect.