SOLAR MEDICAL LIMITED TERMS AND CONDITIONS

1. SALE OF GOODS: The terms and conditions set forth below are the complete and exclusive terms and conditions of sale and supersede any and all other terms and conditions, expressed or implied, of any purchase order, quotation, acceptance of offer or similar document submitted by Buyer. Unless otherwise agreed in writing, the terms and conditions set forth below shall govern the sale. Any personal property (including any software) sold hereunder is subject to the warranty set forth below.

2. PRICES: The prices quoted in this invoice are F.O.B. Sellers plant. Prices are understood to be commercial specifications and cover dimensions, finishes, tempers, etc. Which are produced commercially and to commercial tolerances. Prices do not include any federal or state or local taxes, including but not limited to sales, excess, gross income, occupation, use and similar taxes. Wherenever applicable such tax or taxes will be for the account of Buyer and may be added to the invoice as a separate charge to be paid by Buyer. Prices charged for goods furnished hereunder are subject to final negotiations as to quantity and quality. Prices quoted in this invoice are subject to change without notice.

3. STATUTE OF LIMITATIONS: Seller reserves the right to change the price of any item at any time prior to shipment if exchange rates vary. Unless otherwise specifically provided any initially quoted prices shall be subject tozonal or customary specification. In no event shall Seller be liable for any defect or damage to the goods while stored by Seller, or by any other entity at Seller's request, on Buyer's behalf.

4. SOLVENCY OF BUYER: Buyer acknowledges that this agreement is for the purchase of goods, not services and that Seller shall therefore have no liability to Buyer for any harm or loss caused by gratuitous advice received by Buyer from any Seller's agents or employees.

5. BUYER'S DELAY AND STORAGE: In the event that Buyer is unable or unwilling to accept delivery of goods at time of completion of and/or shipment, Seller shall invoice Buyer for the full purchase price as if it had been shipped. If Seller is able to store the goods in its own facilities, Seller shall have the right to impose on Buyer a reasonable charge for handling and storage for the period of such storage. Buyer shall pay Seller for cost of storing the goods, including a reasonable charge for storage if Seller stores the goods its own property. Goods held for Buyer under this agreement shall be subject to all risks of loss or damage while such goods are stored by Seller. Buyer shall have no liability to Seller for any loss or damage to the goods during such storage, and in no event shall Buyer be liable for loss of use or any indirect, consequential, or damage resulting from any loss to or damage to the goods while stored by Seller, or by any other entity at Seller's request, on Buyer's behalf.

6. INJURY TO BUYER'S AGENTS: In the event that an agent or employee of Buyer is injured while on Seller's property, Buyer agrees to defend, indemnify and hold Seller harmless from and against any and all liability, loss, damages, costs, or expenses resulting from the incident causing the injury. In the event that Buyer assumes all risks and agrees to indemnify and hold the Seller harmless against all claims and liability (including liability based on a claim that Seller is negligent or strictly liable for breach of warranty or any other cause of action), Buyer expressly waives any and all rights Buyer may have to revoke or refuse acceptance after such of the aforesaid fourteen (14) or thirty (30) day periods as may be applicable.

7. WARRANT, REMEDY AND LIMITATION OF LIABILITY: Seller warrants that at the time of shipment to Buyer the goods shall be free of defects in workmanship and material under normal use and service and shall conform to contractual specifications and warranties set forth in this invoice. Seller shall have the right to make repairs or replacements at its expense against all claims and liability (including liability based on a claim that Seller is negligent or strictly liable for breach of warranty or any other cause of action) unless otherwise permitted by law. In no event shall Seller be liable for loss of use or any indirect, consequential, or damage resulting from any loss to or damage to the goods while stored by Seller, or by any other entity at Seller's request, on Buyer's behalf.

8. PATENT, TRADEMARK AND UNFAIR COMPETITION INDEMNIFICATIONS: Unless otherwise expressly agreed in writing, (a) all sales are F.O.B. point of shipment, (b) Seller shall have the right to make shipments in instalments and (c) delay in delivery of any instalment or fail to ship an instalment shall not relieve Buyer of its obligation to accept remaining instalments. Where special cases are required or other than standard packing is necessary, the expense involved will be charged to Buyer. Orders are subject to a ten percent (10%) over-run or under-run.

9. SHIPMENTS AND PERFORMANCE: Dates shipped are approximate, and time shall not be of the essence in the acceptance of this order. If shipment is delayed for over one hundred and twenty (120) days, Buyer may reject the goods only if the delay will sustain substantial damage as a result of such delay. Unless otherwise expressly agreed in writing, (a) all sales are F.O.B. point of shipment, (b) Seller shall have the right to make shipments in instalments and (c) delay in delivery of any instalment or fail to ship an instalment shall not relieve Buyer of its obligation to accept remaining instalments. Where special cases are required or other than standard packing is necessary, the expense involved will be charged to Buyer. Orders are subject to a ten percent (10%) over-run or under-run.

10. FORCE MAJEURE: Seller shall not be held responsible for any delay or failure to perform its obligations hereunder in whole or in part due directly or indirectly, without limitation, to war, epidemics, floods, acts of God, accidents, shortage of fuel or power, labor strikes, embargoes, federal, state, municipal, or local governmental action or regulation, strikes or other labor troubles, fire, damage or destruction in whole or in part of merchandise or manufacturing plant, lack, or of inability to obtain, materials, labor, fuel, or supplies, restricting orders or injunctions of any court of judge or any other cause, contingencies or circumstances within or without the United States, not subject to control which prevent or substantially hinder the manufacture shipment or delivery of the goods.

11. INABILITY TO OBTAIN, MATERIALS, LABOR, FUEL, OR SUPPLIES: Failure of Seller to perform any obligation hereunder shall not arise unless the goods have returned to Seller within thirty (30) days after such request is made. Buyer shall bear all costs of shipping and installing any replacement goods.

12. BUYER'S COST OF STORAGE: If Buyer provides timely notice and reasonable opportunity to inspect then (1) If the claim is the shortage in excess of ten percent (10%) of the entire order, Buyer may require Seller to make up the shortage within a reasonable time of Seller's receipt of the notice and (2) if the claim is for breach of warranty. Seller shall have the right to reject the goods only if the Buyer will sustain substantial damage as a result of such delay. Unless otherwise expressly agreed in writing, (a) all sales are F.O.B. point of shipment, (b) Seller shall have the right to make shipments in instalments and (c) delay in delivery of any instalment or fail to ship an instalment shall not relieve Buyer of its obligation to accept remaining instalments. Where special cases are required or other than standard packing is necessary, the expense involved will be charged to Buyer. Orders are subject to a ten percent (10%) over-run or under-run.

13. INJURY TO BUYER'S AGENTS: In the event that an agent or employee of Buyer is injured while on Seller's property, Buyer agrees to defend, indemnify and hold Seller harmless from and against any and all liability, loss, damages, costs, or expenses resulting from the incident causing the injury. In the event that Buyer assumes all risks and agrees to indemnify and hold the Seller harmless against all claims and liability (including liability based on a claim that Seller is negligent or strictly liable for breach of warranty or any other cause of action) Buyer expressly waives any and all rights Buyer may have to revoke or refuse acceptance after such of the aforesaid fourteen (14) or thirty (30) day periods as may be applicable. If Buyer provides timely notice and reasonable opportunity to inspect then (1) If the claim is the shortage in excess of ten percent (10%) of the entire order, Buyer may require Seller to make up the shortage within a reasonable time of Seller's receipt of the notice and (2) if the claim is for breach of warranty. Seller shall have the right to reject the goods only if the Buyer will sustain substantial damage as a result of such delay. Unless otherwise expressly agreed in writing, (a) all sales are F.O.B. point of shipment, (b) Seller shall have the right to make shipments in instalments and (c) delay in delivery of any instalment or fail to ship an instalment shall not relieve Buyer of its obligation to accept remaining instalments. Where special cases are required or other than standard packing is necessary, the expense involved will be charged to Buyer. Orders are subject to a ten percent (10%) over-run or under-run.

14. EXCLUSION OF DAMAGES: Buyer agrees to defend, indemnify and hold Seller harmless from and against any and all liability, loss, damages, costs, or expenses resulting from the incident causing the injury. In the event that Buyer assumes all risks and agrees to indemnify and hold the Seller harmless against all claims and liability (including liability based on a claim that Seller is negligent or strictly liable for breach of warranty or any other cause of action) Buyer expressly waives any and all rights Buyer may have to revoke or refuse acceptance after such of the aforesaid fourteen (14) or thirty (30) day periods as may be applicable. If Buyer provides timely notice and reasonable opportunity to inspect then (1) If the claim is the shortage in excess of ten percent (10%) of the entire order, Buyer may require Seller to make up the shortage within a reasonable time of Seller's receipt of the notice and (2) if the claim is for breach of warranty. Seller shall have the right to reject the goods only if the Buyer will sustain substantial damage as a result of such delay. Unless otherwise expressly agreed in writing, (a) all sales are F.O.B. point of shipment, (b) Seller shall have the right to make shipments in instalments and (c) delay in delivery of any instalment or fail to ship an instalment shall not relieve Buyer of its obligation to accept remaining instalments. Where special cases are required or other than standard packing is necessary, the expense involved will be charged to Buyer. Orders are subject to a ten percent (10%) over-run or under-run.

15. INJURY TO BUYER'S AGENTS: In the event that an agent or employee of Buyer is injured while on Seller's property, Buyer agrees to defend, indemnify and hold Seller harmless from and against any and all liability, loss, damages, costs, or expenses resulting from the incident causing the injury. In the event that Buyer assumes all risks and agrees to indemnify and hold the Seller harmless against all claims and liability (including liability based on a claim that Seller is negligent or strictly liable for breach of warranty or any other cause of action) Buyer expressly waives any and all rights Buyer may have to revoke or refuse acceptance after such of the aforesaid fourteen (14) or thirty (30) day periods as may be applicable. If Buyer provides timely notice and reasonable opportunity to inspect then (1) If the claim is the shortage in excess of ten percent (10%) of the entire order, Buyer may require Seller to make up the shortage within a reasonable time of Seller's receipt of the notice and (2) if the claim is for breach of warranty. Seller shall have the right to reject the goods only if the Buyer will sustain substantial damage as a result of such delay. Unless otherwise expressly agreed in writing, (a) all sales are F.O.B. point of shipment, (b) Seller shall have the right to make shipments in instalments and (c) delay in delivery of any instalment or fail to ship an instalment shall not relieve Buyer of its obligation to accept remaining instalments. Where special cases are required or other than standard packing is necessary, the expense involved will be charged to Buyer. Orders are subject to a ten percent (10%) over-run or under-run.