

TERMS AND CONDITIONS

1. Seller (SHARP) warrants and represents only that the materials and/or services described herein; said materials shall be free from defects in design and workmanship under normal use.

Except as specifically set forth herein, Seller neither makes, nor assumes any liability, under warranty, express or implied, whether of merchantability, fitness for a particular purpose, or otherwise, and no representation or warranty, express or implied, made by any sales representative or other agent or representative of Seller which is not specifically set forth herein shall be binding upon Seller.

2. Seller's liability for failure to comply with contract shall be limited solely to replacement or repair of goods not in conformity with the description herein contained, which goods shall be returned to the Seller's plant for the purpose of replacement or repair.
3. Seller shall not be liable for any delay in delivery due to fire, strikes or other labor disputes, accidents to machinery, precedence or priorities granted at the request of Buyer, delays in transportation, or any other unavoidable delays beyond our control.
4. Buyer hereby indemnifies Seller against any liability whatsoever for patent, trademark or copyright infringement in any way arising out of the preparation or manufacture of any material in accordance with Buyer's specifications.
5. Seller agrees to hold in confidence all methods, processes, research data, sales and marketing information acquired as a result of this order, until such information has been published or disclosed to the general public.
6. Seller has not solicited nor received approval from the Food and Drug Administration to package the product mentioned herein. It is the Buyer's responsibility to secure the proper approvals from the FDA to use the Seller as its packager.
7. Any claims made against Seller resulting from a recall action will be subject to the condition that Seller participates in all discussions with the Food and Drug Administration in the matter.
8. Seller does not maintain facilities for the assay of customer products; it is Buyer's responsibility to ascertain that no reaction will take place between the product and the packaging materials. We will not assume responsibility nor liability for an adverse reaction of any nature.
9. This order cannot be modified or cancelled without the written consent of Seller and in no event shall any order be modified or cancelled for any portion thereof already manufactured, except upon terms satisfactory to Seller, which shall protect and indemnify us against loss.
10. A service charge of 1.5% per month, 18% annual, will be assessed on all amounts over 30 days past due.