



TERMS AND CONDITIONS

Addendum "A" to Sales Order

This Sales Order between Buyer and Enzo USA, Inc. (hereinafter referred to as Seller), is subject to the following terms and conditions. There are no intended third-party beneficiaries to this Sales Order. No third party shall have any rights, duties or obligations under this Sales Order.

ORDER AND ACCEPTANCE: By placing an order with the Seller, the Buyer expressly agrees and acknowledges that the terms and conditions herein are incorporated into and become part of the order with the same force and effect as if fully set forth in the order at length. No modification of any of the terms and conditions herein shall be valid and binding upon Seller unless in writing signed by a duly authorized representative of the Seller.

TERMS: Credit terms are stated on the face of this Sales Order and unless otherwise indicated are U.S. Currency, **50% Deposit required to initiate Sales Order and balance due upon delivery of materials.** Payments made beyond net terms are subject to a late payment charge of 1-1/2% and a finance charge 1-1/2% per month (18% per annum).

ATTORNEYS' FEE: In the event that any balance due is referred for collection, reasonable attorneys' fees and collections costs shall be added to the balance due. Upon insolvency, bankruptcy, death or default of any account, any balance due to the Seller shall immediately become due and payable.

PRICES AND CONDITIONS OF SALES: All prices are subject to change without notice. Seller's price list is not an offer to sell. Shipment and deliveries shall at all times be subject to the approval of the Seller's Credit Department. Seller reserves the right to full or partial prepayment prior to shipment or delivery. Any and all payments not received are subject to collection. Prices do not include Federal, State, or Local tax or tariffs unless otherwise stated. Buyer will be responsible to pay directly to all jurisdictions any sales and/or use taxes, where Seller does not collect such taxes, and has not invoiced such taxes to Buyer. Prices are established at the time of the sale and are based on the quantity of materials being purchased. Any errors in the extension of quantities or any extension of prices on this order or on the invoice are subject to correction.

ORDER CHANGES OR CANCELLATIONS: Any order changes or cancellations by Buyer must be received and approved in writing by Seller prior to production. Order changes or cancellations received after production has occurred will be the responsibility of the Buyer.

DRAWINGS: Seller assumes no responsibility for drawings or designs where Seller prepares drawings from designs, drawings and/or information furnished by others. Seller will not be responsible for field measurements.

DELIVERY: Delivery of material to a common carrier shall constitute delivery to the Buyer and risk of any loss to such products shall pass to Buyer upon delivery by Seller to such common carrier. Delivery times are approximate, and Seller shall not be liable for damage caused by delay in delivery. Where required, the Buyer will receive notification as to shipping times only. The Seller will not be responsible for costs incurred by the Buyer for equipment rental, unloading charges and/or additional costs resulting from late delivery. Unloading and distribution of materials shall be the responsibility of the Buyer unless otherwise stated on the face of this Sales Order.

CLAIMS: Claims for damage and/or shortage or other errors in delivery must be made in writing to Seller within ten (10) days after receipt of shipment and failure to give such notice constitutes unqualified acceptance and waiver of all such claims by Buyer. Such damage or shortages must also be clearly documented and noted on the Delivery Acknowledgment and Bill of Lading at the time of delivery and signed by both Buyer and Carrier. Failure to document, note and sign by both Buyer and Carrier for such damage or shortages will invalidate and waive such claims that Buyer may have with Seller.

UNLOADING: Unloading and distribution of materials shall be the responsibility of the Buyer unless otherwise stated on the face of this Sales Order. When unloading is provided by Buyer, the Seller allows the Buyer three hours to unload materials from the carrier. Any unauthorized delay in unloading time is subject to a charge to the Buyer at a rate of \$75.00 per hour.

ACCEPTANCE: Buyer's failure to arrange for or accept delivery in accordance with shipment terms will not prejudice the Seller's rights to enforce collection within Seller's terms of payment and Buyer will pay Seller as if the material were delivered on that date. After 30 days from date on invoice, such orders will also be subject to additional charges for storing, handling and insurance until shipment has been made.

MAINTENANCE: Buyer shall be responsible for the maintenance of all products upon delivery. When necessary to store, proper protection must be provided by the Buyer and Seller shall have no responsibility for submission of directions, therefore.

DELAYS: The Seller will not be responsible for damages or loss arising from delays caused by lack of complete or correct data; by revisions or changes; by tardy approval of drawings; by transportation, floods, fire, earthquakes, windstorms, the elements, labor disturbances, riots, strikes; by accidents in Seller's plants or in the plants of those supplying material to Seller; by inability to obtain, or delays in obtaining material or skilled labor; by accidents occurring during delivery and by any other causes whatsoever beyond Seller's control. If any one or more of the above events causes delays in delivery by Seller, Seller shall be given a reasonable extension of time for completion of work, without penalty.

COLORADO LAW GOVERNS: All orders are deemed accepted at our office in Colorado and all parties agree that in the event of any dispute, suit, or claim, the same shall be adjudicated in the courts of Broomfield County, Colorado, and shall be subject to and governed by the laws of Colorado, regardless of where the Buyer may reside, maintain an office or a principal place of business, or where the goods may be delivered.