



SUPPLIER INFORMATION

PURCHASE ORDER TERMS & CONDITIONS

UNIWELD'S PURCHASE ORDER TERMS & CONDITIONS

1. **Buyer and Vendor Defined.** For purposes of this Contract, all references to Uniweld Products, Inc. shall mean Uniweld Products, Inc. as buyer. All references to Vendor shall mean the recipient of this Contract named herein. All references to Goods shall mean the items of merchandise described herein.

2. **Conditions of Contract.** The Conditions of Contract set forth herein contain the standard terms and conditions applicable to all purchases by Uniweld Products, Inc.. The Conditions of Contract shall apply to and control, and shall be deemed to be incorporated in, all contracts relating to the purchase of goods from Vendor by Uniweld Products, Inc., including but not limited to any and all purchase orders issued to Vendor by Uniweld Products, Inc.. Your acceptance of orders from and shipment of goods to Uniweld Products, Inc. are subject to all of the terms and conditions of these Conditions of Contract. Uniweld Products, Inc. may update and may change the terms and conditions of the Conditions of Contract from time to time by giving Vendor access to up-to-date Terms and Conditions on our Web Site at www.uniweld.com/potc.htm. A copy may also be mailed or faxed if requested. These Conditions of Contract constitute a binding agreement between Uniweld Products, Inc. and Vendor (the "Contract").

3. **Shipment of Goods.** Unless otherwise expressly specified, the price to be paid for the goods to be furnished hereunder, includes the cost of deliveries F.O.B. carrier's equipment at the designated point of delivery. **TIME IS OF THE ESSENCE OF THIS CONTRACT. GOODS MUST BE SHIPPED WITHIN DATES SPECIFIED, NOT BEFORE OR AFTER.** Immediately upon shipment you are to notify Uniweld Products, Inc. advising complete shipping and routing information. A copy of the packing list and bill of lading must be faxed (954.587.0109) or emailed to Uniweld Products, Inc. (shipmentofgoods@uniweld.com). If Uniweld Products, Inc. specifies a specific carrier and vendor does not use that carrier, vendor will be subject to billing for excess cost. If Uniweld Products, Inc. is responsible for the freight expense and a carrier is specified on the purchase order, supplier must use that carrier. If supplier does not use the specified carrier, supplier will be subject to chargeback for any difference in the freight cost. All paperwork must clearly show our purchase order number. Duplicate shipments may be returned at the supplier's expense. If freight is charged to Uniweld Products, Inc.'s account, our PO# must be referenced on all shipping documents. In the event Goods cannot be shipped within dates specified, Vendor shall notify Uniweld Products, Inc. of the deviation, including the order number and department number for the affected Goods. Vendor's failure to ship Goods within dates specified shall constitute a default. In the event of late shipment, or shipment after the order has been canceled, Uniweld Products, Inc. may, in its sole and absolute discretion, (a) cancel all or a portion of the order prior to shipment, (b) reject and return all or a portion of the Goods to Vendor, at Vendor's expense, or (c) accept and pay for all or a portion of the Goods received (based on the unit price of the Goods ordered). In the event of early shipment, Uniweld Products, Inc. may, at its option, (a) reject and return all or a portion of the Goods to Vendor, at Vendor's expense, to be held by Vendor for Uniweld Products, Inc. until dates specified, or (b) accept and pay for all or a portion of the Goods received (based on the unit price of the Goods ordered). It is understood and agreed that Uniweld Products, Inc. may reject Goods that are not shipped within dates specified, without

cancellation of later shipments. It is understood and agreed that, for purposes of this section, each shipment of Goods is to be considered separately, and Uniweld Products, Inc.'s right to reject a late shipment shall not be affected by acceptance of prior late shipments from Vendor. It is further understood and agreed that Vendor will be liable for any loss caused as a result of failure to ship within dates specified, including, without limitation, costs incurred by Uniweld Products, Inc. in obtaining the Goods elsewhere.

4. Excusable Delays. Vendor will not be liable for damages or delays in delivery due to causes beyond its reasonable control and not occasioned by its negligence or fault.

5. Acceptance, Validity, Terms. Vendor's commencement of work on the Goods or shipment of the Goods, whichever occurs first, shall constitute an acceptance of the offer contained in this Contract. Acceptance of this Contract is limited to acceptance of the terms specified herein, and/or any attachments, instructions or requirements previously furnished to Vendor by Uniweld Products, Inc. (collectively, the "Terms"), which are expressly incorporated herein by this reference. Any proposal for additional or different terms, or any attempt by Vendor to vary any of the Terms in Vendor's acceptance, invoice, other document or activity, is hereby objected to and rejected. If this Contract shall for any reason be deemed an acceptance of a prior offer by Vendor, such acceptance is limited to the express Terms. This Contract and the Terms constitute the entire agreement between the parties and may not be modified except by a separate written agreement signed by an authorized agent or officer of Uniweld Products, Inc.. Uniweld Products, Inc. reserves the right to, from time to time, amend the Contract and Terms with respect to future orders with advance written or electronic notice to Vendor. Such amendment shall not affect any order issued prior to the notice of amendment.

6. Penalties, Handling Charges. Goods shipped before or after dates specified, and/or Goods that are shipped in violation of the Terms, will be subject to penalties, deviation and/or handling charges as set forth in the Terms. Penalties, deviation charges, handling charges and other costs payable by Vendor will, in Uniweld Products, Inc.'s sole and absolute discretion, be paid in cash, credited against other goods on order, deducted from outstanding Vendor invoices or set off against Vendor's account.

7. Cancellation

a. For Cause. Without prejudice to any other rights or remedies which Uniweld Products, Inc. might have, Uniweld Products, Inc. may cancel any order under this Contract, in whole or in part, in the event of any breach of this Contract by Vendor, including without limitation (a) any defect in workmanship or quality of the Goods (including all related packaging, labeling and printed matter), (b) any breach of Vendor's warranties, (c) any delay in delivery or departure from delivery, routing, hanging, ticketing, labeling or packaging instructions, (d) any deviation from or variation in quantities, assortments, prices, or other Terms or conditions specified in this Contract, (e) if the Goods become the subject of any claim of infringement or other claim or enforcement action by any third party, (f) insolvency, bankruptcy, reorganization, arrangement, receivership or liquidation by or against Vendor, or (g) if Vendor makes an assignment for the benefit of creditors or ceases to carry on business in the ordinary and normal course. In the event of cancellation for cause, Uniweld Products, Inc. shall not be liable to Vendor for any amount, and Vendor shall be liable to Uniweld Products, Inc. for any damages sustained by reason of the default which gave rise to the cancellation. Vendor hereby waives the right to cure improper tender which might otherwise be available under law.

b. For Convenience. Uniweld Products, Inc. may cancel any order under this Contract, in whole or in part, for its sole convenience, at any time prior to shipment of the Goods. In the event of such cancellation Vendor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers or subcontractors to cease such work. Uniweld Products, Inc.'s liability to Vendor shall be limited to the unit price of Goods completed prior to such cancellation, plus the actual amount of Vendor's costs reasonably incurred in contemplation of performance of the canceled portion, less any amount saved by Vendor as a result of such cancellation and any amounts which could have reasonably been mitigated by Vendor, including, without limitation, work done after the receipt of the notice of cancellation, costs incurred by Vendor's suppliers or

subcontractors which Vendor could reasonably have avoided, and amounts realized by Vendor from sale of the Goods to third parties.

c. **Disposal of Canceled Goods.** In the event of cancellation for any reason, Vendor shall, prior to disposing of Goods, remove all of Uniweld Products, Inc.'s proprietary marks and identifying tickets, labeling and packaging. Vendor shall not dispose of such Goods in Uniweld Products, Inc.'s trade area or to Uniweld Products, Inc.'s direct competitors.

d. **Payment.** Uniweld will pay from purchase order and receipt quantity only. Except as provided in the Terms to the contrary, any payment terms shall be deemed to run (without loss of discount) from the later of the date of the invoice, the date of receipt of the invoice, or the date of receipt of the Goods by Uniweld Products, Inc. at the specified location(s). Invoices dated or received, or Goods received, on or after the 25th day of any month will be considered as dated or received the 1st day of the following month and the payment terms extended accordingly. Prices set forth in this Contract are complete and include, unless otherwise specifically provided in this Contract, shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing and crating. No additional charges of any type shall be added without Uniweld Products, Inc.'s express written consent.

e. **Taxes.** No Federal, State or Local taxes on the goods or services furnished hereunder or on the sale, purchase, transportation, use or possession thereof shall be included in any invoice rendered Uniweld Products, Inc. unless specifically itemized. If Uniweld Products, Inc. furnishes Vendor an exemption certificate, or any other similar proof of exception, with respect to any Federal, State or Local tax included in said invoice, the prices shall be adjusted to eliminate such tax.

8. **Discounts.** Uniweld Products, Inc. uses Receipt of Goods Date as the Invoice Date. Prompt payment discounts will be taken based on this invoice date.

9. **Warranties.**

a. The representations, warranties and guaranties specified herein are in addition to all other express representations, warranties and guaranties and shall run to the benefit of and shall create direct rights of enforcement and remedy in Uniweld Products, Inc.. The representations, warranties and guaranties of Vendor hereunder shall not be affected or limited in any way by Uniweld Products, Inc.'s extension of express or implied representations, warranties or guaranties to its customers, except to the extent that any such representations, warranties or guaranties expressly extend beyond the scope of the Vendor's express or implied representations, warranties and guaranties, to Uniweld Products, Inc.. None of the remedies available to Uniweld Products, Inc. for the breach of any of the Vendor's representations, warranties and guaranties may be limited except to the extent and in the manner agreed upon by Uniweld Products, Inc. in a separate agreement specifically designating such limitation and signed by Uniweld Products, Inc.'s attorney and by an authorized representative of Uniweld Products, Inc..

b. **Compliance.** Vendor represents, warrants and guaranties that the Goods (including all related packaging, labeling and printed matter), and the manufacture, sale, safety and transportation of the Goods, and all representations, warranties and advertising made by Vendor, or authorized by Vendor to be made, in connection with the Goods, shall be in accordance with, comply with, and where required be registered under, all applicable laws, regulations, standards, codes, orders and ordinances of the United States and all states and other subdivision thereof, including, without limitation: the Tariff Act of 1930; the Fair Packaging and Labeling Act; the Federal Trade Commission Act; the Magnuson-Moss Warranty Act; the Consumer Product Safety Act; the Federal Hazardous Substances Act; and the Fair Labor Standards Act of 1938.

c. **Merchantability, Fitness, Conformance.** Vendor represents, warrants and guaranties that the Goods (including all related packaging, labeling and printed matter) are (i) merchantable, (ii) of good quality and workmanship, (iii) free from defects, latent or patent, in material, design and workmanship, for a period of at least twelve (12) months after being placed in operation but not to exceed eighteen (18) months from date of delivery of the goods or completion of the work, unless

otherwise stated, and Vendor shall not be obligated to make repairs or replacements which become necessary by reason of ordinary wear and tear.(iv) fit, sufficient and safe for their intended purpose and for the particular purpose for which purchased, if Vendor knows or reasonably should know of such purpose, (v) in compliance in all respects with all specifications, performance standards, drawings, samples or descriptions, furnished, specified or adopted by Uniweld Products, Inc. or incorporated herein by reference, (vi) in conformity with Vendor samples, if any, and (vii) free of any claim of any third party.

d. **Proprietary Rights.** Vendor warrants that the Goods do not infringe upon or violate any patent, design, trade name, trademark, copyright, trade dress, right of privacy or other similar proprietary or property right of any third party.

e. **Benefits and Allowances.** Vendor warrants that (i) all prices, benefits and allowances collected by or granted by Vendor in connection with the Goods are consistently made available by Vendor, on a proportionately equal basis, to all persons who are, or may reasonably be expected to be, in competition with Uniweld Products, Inc. for the resale thereof, (ii) prices, benefits or allowances for the Goods are not less favorable than those prices, benefits or allowances currently extended to any other customers for the same or similar goods in similar quantities, and (iii) in the event Vendor reduces its prices for the Goods or similar goods during the term of this Contract, Vendor agrees to reduce the prices of the Goods correspondingly. In the event of such a price reduction, price reductions may, in Uniweld Products, Inc.'s sole and absolute discretion, be deducted from outstanding Vendor invoices or set off against Vendor's account for any Goods on hand or in transit at the time of the reduction. Uniweld Products, Inc. shall not be obligated to take a credit against future purchases at the time of the reduction.

f. **Country of Origin.** Vendor warrants that the Goods are manufactured in the country of origin stated on the commercial documents required for United States Customs entry. In the event Uniweld Products, Inc. believes Goods to be in violation of transshipment regulations, Uniweld Products, Inc. may cancel any order under this Contract, in whole or in part, and return the Goods to Vendor, for a full refund of the purchase price (including all handling, transportation, shipping, and other costs incurred by Uniweld Products, Inc. in connection therewith). In addition, Vendor shall be liable for any penalties and/or fines resulting from breach of transshipment regulations, to the extent permitted by law, together with any costs, including attorney's fees incurred by Uniweld Products, Inc. in defending against or responding to such charges.

10. **Inspection.** All goods and work in process may be subject to source, site and final inspection and tests, or all of them by Uniweld Products, Inc.. If inspection and tests, whether preliminary or final, are made on Vendor's premises, Vendor shall furnish, without additional charge, all reasonable facilities and assistance for safe and convenient inspection and tests required by Uniweld Products, Inc. and/or Uniweld Products, Inc.'s customer, as the case may be. Inspection by Uniweld Products, Inc. or failure to inspect by Uniweld Products, Inc. shall not relieve Vendor of any responsibility or liability with respect to such goods or work nor be interpreted in any way to imply acceptance by Uniweld Products, Inc..

Drawings. All Drawings and/or specifications for approval or when submitted certified shall be identified with Uniweld Products, Inc.'s purchase order number and forwarded to the relevant buyer. Upon completion of work by Vendor under this Order, Vendor shall promptly return to Uniweld Products, Inc. all drawings, specifications and other data and shall make no further use, either directly or indirectly, thereof or of any information derived there from, without Uniweld Products, Inc.'s written consent, except in connection with the performance of this order.

13. **No Variances.** No variances, regardless of industry standards, with respect to quality, quantity, size, capacity, volume, content or other standard measure of the Goods (including all related packaging, labeling and printed matter) are allowed. Vendor shall assume responsibility for and indemnify, defend, and hold harmless Uniweld Products, Inc. against any fines, costs or expenses, including attorney fees, (a) imposed by any federal, state or local governmental body, or other third party, for variances in the Goods shipped hereunder, and/or (b) incurred by Uniweld Products, Inc. as a result of the variances.

14. Defense, Indemnification. Vendor shall defend with counsel selected by Uniweld Products, Inc., indemnify and hold harmless Uniweld Products, Inc., its parent, affiliates, officers, directors, agents and employees, from and against any and all liability, claims, suits, actions, losses and expenses, including costs and attorney fees, relating to or arising out of any claim or demand of any kind or nature, which any Uniweld Products, Inc. or user of the Goods, or any other person (including without limitation employees or agents of Vendor), whether in privacy to Uniweld Products, Inc. or not, may make against Uniweld Products, Inc., based upon or arising out of, or alleged to be based upon or arising out of, the manufacture, importation, transportation, delivery, ticketing, labeling, packaging, placement, promotion or advertisement, offering for sale or use, or sale or use of the Goods, or Vendor's performance of, or failure to perform in accordance with, the terms of this Contract, whether based on claim of breach of express or implied warranty, workers' compensation, or any other legal theory of liability, or if brought as a class action or not. Vendor shall also defend, indemnify and hold harmless Uniweld Products, Inc., its parent, affiliates, officers, directors, agents and employees, from and against any and all liability, claims, suits, actions, losses and expenses, including costs and attorney fees, relating to or arising by virtue of any such claim or any patent, design, trade name, trademark, copyright, trade dress, right of privacy or other similar action, suit or proceeding now existing or hereafter commenced with respect to any or all of the Goods, whether or not Uniweld Products, Inc. furnishes specifications. It is the intent of the parties hereto that all indemnity, defense, and hold harmless obligations be without limit and without regard to the negligence of any party or parties, whether such negligence be sole, joint or concurrent, active or passive.

15. Remedies, Limitation.

a. In no instance will Uniweld Products, Inc. be liable to Vendor in excess of the actual Contract cost, less applicable discounts and/or other deductions, and no interest or other charges shall be payable by Uniweld Products, Inc. upon this Contract, or any resulting invoice, whether claimed by reason of late payment or otherwise.

b. Each of Uniweld Products, Inc.'s rights and remedies specified in this Contract shall be cumulative and shall be in addition to any other or further remedies provided in law or equity, including, without limitation, remedies under the Uniform Commercial Code. In addition to such other remedies, it is specifically agreed that Uniweld Products, Inc. may, in its sole and absolute discretion, cancel any order under this Contract and return, at Vendor's expense, any Goods which do not comply in any respect with the Terms of this Contract. In such event, Vendor shall (i) refund the full Contract price of the Goods, if then paid, (ii) pay to Uniweld Products, Inc. a return handling charge of 5% of the invoice total, and (iii) reimburse Uniweld Products, Inc. for any and all costs or expenses, including attorneys' fees, suffered by Uniweld Products, Inc. in connection with any breach by Vendor of its obligations hereunder. At Uniweld Products, Inc.'s election, such payments will be in cash, as a credit against other goods on order, as a deduction against outstanding invoices, or set off against Vendor's account. Uniweld Products, Inc. shall not be obligated to take a credit against future purchases.

c. Uniweld Products, Inc. reserves the right, in its sole and absolute discretion, to return any Goods to Vendor, at Vendor's expense, and for full credit, and cancel any order under this Contract, where a claim is made (whether founded or unfounded) that the purchase, display or sale of the Goods by Uniweld Products, Inc. violates any legal requirement relating to the manufacture, sale, labeling, safety or transportation of goods, or infringes any alleged patent, design, trade name, trademark, copyright, trade dress, right to privacy, or other similar proprietary or property right. Without limiting any other rights or remedies which may be available to Uniweld Products, Inc. with respect to such Goods, such Goods shall be considered to be non-complying and Uniweld Products, Inc. shall be entitled to recover from Vendor for such non-compliance as provided in section 12.b. above. In the event Uniweld Products, Inc. is precluded from returning the Goods by act of any government agency or regulatory authority, Uniweld Products, Inc. shall nevertheless be entitled to recover from Vendor for such non-compliance all amounts as provided in section 12.b. above.

d. In the event Vendor fails to authorize the return of Goods rejected or canceled by Uniweld Products, Inc. under the Terms of this Contract within twenty (20) days after notice of such

rejection or cancellation, Uniweld Products, Inc. may, in its sole and absolute discretion, without affecting its right to recover the costs related to such rejected or canceled Goods, and without further notice to Vendor, donate such Goods to any tax exempt charity on behalf of Vendor.

e. Without limiting any of its other remedies, if Uniweld Products, Inc. has good cause at any time to believe that any Goods contain defects or hazards which could create a substantial risk of injury to any person or property, Vendor shall, upon Uniweld Products, Inc.'s request, and at Vendor's expense, use its best efforts to locate, identify and recall such Goods whether in the possession of Uniweld Products, Inc. or Uniweld Products, Inc.'s customers. Vendor, upon recalling such items, shall repair or replace them, or refund to Uniweld Products, Inc. their full retail price.

16. Confidentiality. Vendor shall not, without first obtaining Uniweld Products, Inc.'s written consent, use the name or logo of Uniweld Products, Inc., its parent or affiliates, or any trade name thereof, disclose the fact that Uniweld Products, Inc. has ordered the Goods, and except as required for Vendor's performance, disclose any of the details associated with this Contract, the business practices or operations of Uniweld Products, Inc., or Vendor's relationship with Uniweld Products, Inc. to any third party.

Unless otherwise agreed in writing, no commercial or technical information disclosed or supplied by Vendor to Uniweld Products, Inc. shall be deemed secret or confidential and Vendor shall have no rights against Uniweld Products, Inc. with respect thereto.

17. Assignment. This Contract and any right or obligation or performance hereunder may not be assigned or delegated by Vendor, except as described by this section, without prior written consent of Uniweld Products, Inc., and any such attempt at assignment or delegation shall be void and ineffective for all purposes. No invoices may be rendered by other than the named Vendor without Uniweld Products, Inc.'s written permission. Notwithstanding the foregoing, Uniweld Products, Inc. will allow Vendor, upon not less than 10 days prior written notice to Uniweld Products, Inc., to assign to not more than one person or entity, the right of Vendor to receive 600 of the payments hereunder. Any change in such assignee shall require at least 10 days prior written notice to Uniweld Products, Inc. and shall not affect any payments made prior to receipt of such notice. Any such assignment shall not relieve Vendor of any of its obligations under this Contract and shall not affect any of Uniweld Products, Inc.'s rights hereunder, including its right of offset. Any assignment in violation of this provision shall be void and unenforceable as against Uniweld Products, Inc.. Notice of assignment of payments under this Contract must be sent to the following address, or such substitute address as Uniweld Products, Inc. may, from time to time, designate in writing:

**David
Uniweld
2850
Fort Lauderdale, FL 33312-4994**

**Pearl
Products,
Ravenswood**

**II
Inc.
Road**

Any notice must identify the rights assigned. Uniweld Products, Inc. reserves the right to require reasonable proof that the assignment has been made. If such proof is not timely furnished, Uniweld Products, Inc. may pay the Vendor. Any such assignee shall take assignment of payment subject to any and all claims and rights of set off Uniweld Products, Inc. has against Vendor.

18. Changes to Contract. Uniweld Products, Inc. reserves the right at any time to make changes to the Contract and Terms, including, without limitation, to the method of shipment, packaging, hanging, ticketing, labeling or packing, the time, place and manner of delivery, the specifications, or the quantity of Goods. If any such change shall cause an increase or decrease in the cost or time required for performance of this Contract, Vendor shall immediately advise Uniweld Products, Inc. of any such increase or decrease, and an equitable adjustment shall be made to the Contract price and/or delivery schedule. Any claim by Vendor for such adjustment must be approved by Uniweld Products, Inc. in writing before Vendor proceeds with such change. Price increases shall not be binding on Uniweld Products, Inc. unless evidenced by a Contract revision duly signed by Uniweld Products, Inc.. Vendor shall make no changes to this Contract except

through a separate written agreement signed by an authorized agent or officer of Uniweld Products, Inc..

19. Insurance. Vendor agrees to obtain and maintain the following insurance coverage, at Vendor's sole cost and expense. Vendor shall obtain such insurance prior to shipping any Goods. The insurance obligations of Vendor herein shall survive the termination of any order under this Contract. Proof of such insurance shall be promptly submitted to Uniweld Products, Inc..

a. Commercial general liability insurance, including products liability/completed operations, with a minimum combined single limit of \$1,000,000.00 for bodily injury, and property damage per occurrence, and \$2,000,000.00 general and products liability aggregate.

b. Automobile liability insurance, including coverage for owned, hired and non-owned automobiles, with a minimum combined single limit of \$1,000,000.00 each accident for bodily injury and property damage.

c. Worker's compensation insurance, as required by any applicable law or regulation.

d. Employer's liability insurance in the amount of \$1,000,000.00 each accident for bodily injury, \$1,000,000.00 each employee for bodily injury by disease. Such policies shall (i) provide that Uniweld Products, Inc. is named as an additional insured with respect to All operations performed by or on behalf of Vendor (except for Worker's Compensation); (ii) be obtained from an insurance company or companies licensed to do business in the United States and admitted in the state in which this Contract is entered into, with an A.M. Best rating of A:X or better; (iii) provide for coverage for contractual indemnification obligations; (iv) contain broad form vendor's endorsement; and (v) provide that the policy shall not be terminated or materially changed without at least thirty (30) days prior written notice to all insureds; it being understood that if such insurance is terminated or materially changed, then Vendor shall immediately stop all work until the required insurance is reinstated or replacement insurance is obtained (applies to service vendors only, Vendor to be liable for any costs related to such delay). Vendor shall provide to Uniweld Products, Inc. a certificate of insurance and evidence of renewals. The purchase of insurance and furnishing of such certificates shall not limit Vendor's obligations hereunder or in any way modify Vendor's agreements to indemnify Uniweld Products, Inc. as set forth hereunder.

Vendor further agrees to insure, at its sole cost and expense, for their full and true retail value, any Goods which by the Terms of this Contract are to be stored at other than Uniweld Products, Inc.'s warehouse.

20. Invalidity/Non-Waiver/Course of Dealing. The invalidity in whole or in part of any Terms of this Contract shall not affect the validity of other Terms. No failure on the part of Uniweld Products, Inc. to exercise, and no delay in exercising, any right hereunder will operate as a waiver thereof. No express waiver shall operate beyond the express terms thereof nor waive the same provision at any future date. Uniweld Products, Inc.'s right to require strict observance of each of the Terms hereof shall not be affected by a waiver of any other Terms or by any previous waiver, forbearance or course of dealing.

21. Applicable Law, Venue. This Contract and all rights and duties hereunder shall be governed by, and construed in accordance with, the laws of the State of Florida. Uniweld Products, Inc. and Vendor agree that any suit or judicial proceeding regarding any controversies or disputes arising out of or relating to this Contract or the interpretation or breach hereof shall be venue either in the United States District Court for the Southern District of Florida, Fort Lauderdale Division, or in another court of competent jurisdiction located within the County of Broward, State of Florida. Vendor submits to the jurisdiction of such courts, agrees that it will not bring any suit or judicial proceeding in any forum other than such courts, and agrees not to assert any objection that it may have to the venue or jurisdiction of such courts.

a. Vendor represents that the goods to be furnished or the services to be rendered hereunder have not been or will not be produced or performed and sold in violation of any provisions of the Fair Labor Standards Act of 1938, the Civil Rights Act of 1964 as amended by the Equal Employment Opportunity Act of 1972, the occupational Safety and Health Act of 1970, specific

labeling laws, or any other applicable Federal, State, and local law, rule or regulation and shall give all stipulations required by such laws

22. Arbitration. Any controversies or disputes arising out of, or relating to this Contract or the interpretation or breach hereof, shall, at Uniweld Products, Inc.'s sole and absolute discretion, be settled by binding arbitration by an arbitration service of Uniweld Products, Inc.'s choice, in accordance with the laws of the State of Florida governing voluntary arbitrations. The location of such arbitration shall be in Fort Lauderdale, Florida. Discovery shall be permitted as provided by applicable state law or as the parties may otherwise mutually agree. The parties may also mutually elect to seek mediation as an alternative or precursor to arbitration. If this Contract governs an international transaction, the applicable state law regarding the arbitration of international disputes shall apply. The arbitrator shall agree to conduct proceedings under the laws relating to arbitration cited above, or such other rules to which the parties mutually agree.

23. Force Majeure. Uniweld Products, Inc. may delay delivery or acceptance of any or all of the Goods, or cancel any order under this Contract, occasioned by causes beyond its reasonable control, without an adjustment in the Contract price.